

CITY OF ELLENSBURG
AGENDA
Council Conference
Thursday, October 21, 2021
3:30 PM - Utility Advisory Committee

Face coverings are currently required for persons attending Utility Advisory Committee meetings in person per the Washington Governor's proclamation 20-25.16.

1. CALL TO ORDER

2. ROLL CALL

3. APPROVAL OF MINUTES

- 3.A Approve minutes - September 16th, 2021 regular meeting minutes
[UAC Minutes 9-16-21.pdf](#)

4. APPROVAL OF CONSENT AGENDA Consent items have been distributed to committee members in advance for study and will be enacted by one motion. If separate discussion is desired on an item, that item may be removed from the Consent Agenda and placed on the Regular Agenda at the request of a committee member or at the request of a member of the public with concurrence of a committee member.

5. CORRESPONDENCE AND CITIZEN COMMENTS ON NON-AGENDA ITEMS Time is set aside each meeting to allow citizens to address the Utility Advisory Committee on city utility issues that are not on the agenda. Please limit remarks to three minutes. The Committee will not take action when the issue is first raised, but may place the issue on a future agenda. Citizen comment on items on the agenda is also welcome. Please let the chair know you wish to speak and then wait to be recognized.

6. TELECOMMUNICATIONS UTILITY DISCUSSION ITEMS

7. ELECTRIC, NATURAL GAS, WATER, WASTEWATER, STORMWATER UTILITY DISCUSSION ITEMS

- 7.A [Natural Gas Rebates Review and 2022 Rebate Plan](#)
[UAC Rebate Review.pdf](#)

- 7.B [APGA Research Foundation Renewal](#)

- 7.C [Clean Energy Transformation Act \(CETA\) - Draft Clean Energy Implementation Plan \(CEIP\)](#)
[CEIP-COE-Draft-Template_08-25-21.pdf](#)

8. INFORMATIONAL ITEMS

- 8.A [Design and Permitting agreement with Aspect Engineering for Gateway II](#)
[Consultant agreement for signature.pdf](#)

- 8.B Public Works & Utilities Issues and Updates

9. NEXT MEETING

9.A November 18th, 2021 at 3:30 pm

10. ADJOURNMENT



CITY OF ELLENSBURG

Utility Advisory Committee

Date of Meeting

September 16, 2021

Time of Meeting

3:30 PM

Place of Meeting

Council Conference & remotely via GoTo Meeting

Nancy Lillquist, Chairperson, term expires May 31, 2022

Ed Barry, Vice Chairperson, term expires May 31, 2023

Nancy Goodloe, City Council, term expires May 31, 2024

Gary Gleason, CWU, term expires May 31, 2022

Bryan Clark, KITTCOM, term expires May 31, 2023

Jim Goeben, Telecommunications Utility customer. term expires May 31, 2023

Nate Sitton, City Utility Customer, term expires May 31, 2023

1. CALL TO ORDER

Chair Lillquist called the meeting to order at 3:30 pm.

2. ROLL CALL

Members present: Nancy Lillquist, Chair; Ed Barry, Vice Chair; Nancy Goodloe, City Council; Gary Gleason, CWU; Nate Sitton, City Utility Customer; Bryan Clark, KITTCOM.

Also present: Ryan Lyyski, Public Works & Utilities Director; Darren Larsen, Assistant Utilities Director; Darin Yusi, Gas Engineer; Kim Bowie, Operations Analyst; Buddy Stanavich, Power & Gas Manager; Nicole Klauss, Public Information Officer. Ben Faubion, IT & Telecomm Manager; Jennifer Jovanovich, IT Desktop Analyst; Heidi Behrends Cerniwey, City Manager; Jon Morrow, Stormwater Manager; Chris Walker, Noanet; Meghan Anderson; Judy Hinrichs; Dick Karkner; David Dunbar; Meg Ludlum; approximately 6 other virtual attendees.

3. APPROVAL OF MINUTES

3.A. Approve minutes - August 19th, 2021 regular meeting minutes

Ed Barry moved to approve the minutes. Sitton seconded. All in favor; **motion approved.**

4. APPROVAL OF CONSENT AGENDA

None

5. CORRESPONDENCE AND CITIZEN COMMENTS ON NON-AGENDA ITEMS

5.A. Public comment not submitted in time, received via email concerning item 7.B Provide Comment on Two Comprehensive Plan Submissions of the August 19th meeting.

5.B. Meghan Anderson email 9-8-21

Nancy Lillquist explained the money from the February sale of natural gas needs to stay within the gas utility.

Judy Henrich's spoke about climate change and referenced Bellingham's climate action plan.

Meg Ludlum suggested gas incentives be taken away, electric appliances have become more efficient.

6. TELECOMMUNICATIONS UTILITY ITEMS

6.A. City of Ellensburg Broadband Plan - Verbal Status Update.

Chris Walker with NoaNet updated the Committee on the development of a comprehensive plan towards broadband for the community.

6.B. Telecommunications Issues and Updates

Ben Faubion gave an update on telecommunications.

7. ELECTRIC, NATURAL GAS, WATER, WASTEWATER, STORMWATER UTILITY DISCUSSION ITEMS

7.A. Provide Comment on Two Comprehensive Plan Submissions - Continuation of Discussion

Discussion: Nancy Lillquist stated the purpose of the discussion is to outline a scope of study to provide to future consultants. Nancy Goodloe suggested to look broadly on how to build sustainability, resilience, as well as assistance & cost of transitions. Gary Gleason advised to look at reliable energy 24 hours a day and use others as supplementary that can support a whole community. Lillquist recommended to look at alternative power purchase options or generating our (the City's) own energy supply. Ed Barry suggested whatever is decided needs to be a combination of all options. Nate Sitton asked if we aligned with state standards. Nancy Lillquist suggested an evaluation on different options as far as receiving fuel choices and tradeoffs i.e. affordable vs reliable or enviro impact vs affordability. In summary, staff clarified that the Committee is seeking a hybrid energy resource evaluation with a look back on how the City's energy policies are meeting state goals and future options with costs & feasibility.

Dick Karkner recommended the Committee speak to WSU Energy Extension and possibly use as a consultant to analyze energy needs.

Dave Dunbar spoke about the Climate Commitment Act.

Meghan Anderson suggested the scope should include following the 2021 State Energy Strategy put out by the Department of Commerce. She presented alternatives to natural gas appliance incentives.

It was requested that staff bring back an agenda to discuss natural gas rebates.

Staff read comments that were submitted via chat.

Nancy Lillquist mentioned the Department of Commerce is developing guidance for cities and counties to address climate change issues. They will talk about mitigation and resilience and prepare model climate change elements for comprehensive plans, but won't be available until 2023.

8. INFORMATIONAL ITEMS

8.A. Public Works & Utilities Issues and Updates

Staff shared updates for water, sewer, gas, electric and storm water.

8.B. UAC Email Addresses

New City email addresses have been created for UAC members.

9. NEXT MEETING

9.A. October 21st, 2021 at 3:30 pm

10. ADJOURNMENT

With no further discussion, the meeting adjourned at 5:12 pm.

Kim Bowie
Recording Secretary
Drafted: 9/20/2021
Approved:



AGENDA REPORT

Meeting Date:	October 21, 2021
Agenda Subject:	Natural Gas Rebates Review and 2022 Rebate Plan
Submitted by:	Darin Yusi Public Works & Utilities
Recommended Action or Motion:	Staff is seeking a recommendation from the UAC for the natural gas rebates to be offered for the 2022 calendar year.
Background/Summary:	At the September UAC Meeting, staff was asked to prepare an agenda report with the current natural gas rebates for discussion at the October Meeting. The attached document outlines the current rebates, a brief explanation of the decision to have those in place for the 2021 calendar year, and a brief explanation of the natural gas rebates that have been issued over the past several years.
Previous Council Action:	At the December 17, 2020 meeting, the UAC recommended staff reduce the fuel switching and new construction rebate amounts and increase the appliance upgrade amounts that were being provided. It was also recommended to add a rebate for smart thermostats. The rebate updates as recommended were presented at the January 21, 2021 meeting and approved as presented. The duration for approval typically being two years was modified to one year with a review of the rebates requested at the end of the 2021 calendar year.
Analysis:	Please see attached document.
Financial Impact:	The 2021/2022 budgets have \$75,000 each year designated for natural gas conservation and rebates, with \$30,000 of that specifically designated for low-income conservation measures.
Attachments:	UAC Rebate Review.pdf

Natural Gas Rebates

(Discussion/Action Item)

At the December 17, 2020 meeting, the UAC recommended staff reduce the fuel switching and new construction rebate amounts and increase the appliance upgrade amounts that were being provided. It was also recommended to add a rebate for smart thermostats. The rebate updates as recommended were presented at the January 21, 2021 meeting and approved as presented. The duration for approval typically being two years was modified to one year with a review of the rebates requested at the end of the 2021 calendar year. This agenda will serve as that review and will include the current rebates, brief explanations and totals issued, year-to-date.

The 2021/2022 budgets have \$75,000 each year designated for natural gas conservation and rebates, with \$30,000 of that specifically designated for low-income conservation measures. Currently the low-income program is being administered through HopeSource, through a 3-year (2021-2023) agreement.

Rebates currently offered through the Natural Gas Division include appliance upgrading, smart thermostats, new construction, and fuel switching. The table below gives an overview of the distribution of rebates the past 6 years.

6-Year Natural Gas Rebate Overview

TOTAL REBATES ISSUED BY YEAR						
	2016	2017	2018	2019	2020	2021*
Appliance Upgrading	21	18	5	47	8	15
Smart Thermostat	n/a	n/a	n/a	n/a	n/a	1
Fuel Switching	24	24	11	15	16	6
New Construction	19	17	20	13	12	8
HopeSource	n/a	n/a	n/a	0	1	0
TOTALS	64	59	36	75	36	30
TOTAL PAID OUT BY YEAR						
	2016	2017	2018	2019	2020	2021*
Appliance Upgrading	\$15,252	\$20,000	\$2,800	\$27,800	\$4,400	\$13,400
Smart Thermostat	n/a	n/a	n/a	n/a	n/a	\$100
Fuel Switching	\$22,150	\$22,350	\$13,750	\$15,900	\$11,325	\$7,300
New Construction	\$40,750	\$29,800	\$30,130	\$12,800	\$9,000	\$7,800
HopeSource	n/a	n/a	n/a	n/a	\$5,321	\$0.00
TOTALS	\$78,152	\$72,150	\$46,680	\$56,500	\$30,046	\$28,600

*Totals as of October 8, 2021

The rebates currently in place are as follows:

Smart Thermostat Rebate

\$100 – Qualifying Thermostat

Appliance Efficiency Upgrading Rebates

\$1,000 – Space Heating (Furnace)

\$600 – Space Heating (Fireplace or Free Standing Stove)

\$800 – Tankless Water Heater

\$400 – Tank Water Heater

New Construction Rebates

\$1,000 – Tankless Water Heater

\$600 – Tank Water Heater

\$100 – Cooking

Fuel Switching Rebates

\$1,200 – Electric Baseboard/Cadets to Gas Furnace

\$600 – Electric Furnace to Gas Furnace

\$600 – Wood Burning Stove to Gas Fireplace/Free Standing Stove

\$600 – Electric Tank Water Heater to Gas Tankless Water Heater

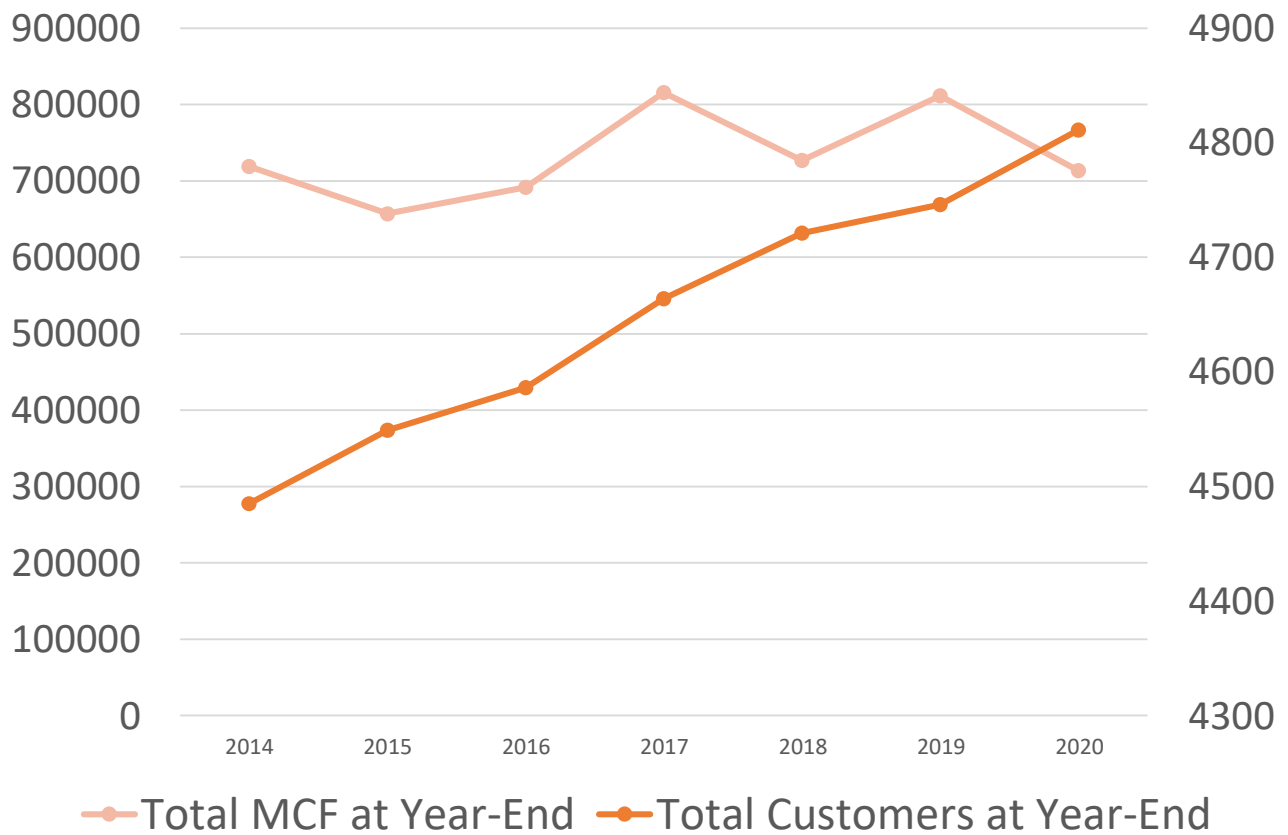
\$400 – Electric Tank Water Heater to Gas Tank Water Heater

\$100 – Electric Cooking to Gas Cooking

\$100 – Electric Clothes Dryer to Gas Clothes Dryer

In 2014, City Council approved a 3-year Professional Services Agreement for a Natural Gas Marketing Plan that included rebate incentives for installing fuel efficient natural gas appliances in new construction, and fuel switching or upgrading in existing homes. The purpose of the rebates were to: 1) Increase natural gas sales for the utility, 2) Minimize Tier II power purchases from Bonneville Power Administration, 3) Provide and promote the lowest cost energy options in the best interest of our customers. Over time the rebates have been modified and/or reduced to achieve different goals. The City Gas Division and gas industry as a whole are looking to continue reductions to greenhouse gas emissions. These rebates have been a source of reducing emissions by way of making appliances and customers more efficient and reducing overall system consumption. With a more efficient customer base, the City of Ellensburg has been able to provide customers with a low cost, reliable energy option that has not caused an increase in its total greenhouse gas emissions or system consumption.

The graphic on the following page shows the correlation between customer increases and total consumption over the past several years. Total customers in 2014 was 4,485 compared to 4,811 in 2020 and the total consumption was 718,845 Mcf (Million Cubic Feet) in 2014 compared to 713,669 Mcf in 2020.



Staff looks forward to the UAC’s discussion regarding rebates and will make any modifications deemed necessary by the committee for the following year, 2022.



AGENDA REPORT

Meeting Date:	October 21, 2021
Agenda Subject:	APGA Research Foundation Renewal
Submitted by:	Darin Yusi Public Works & Utilities
Recommended Action or Motion:	Staff recommends that the Utility Advisory Committee give a verbal recommendation to move forward with the 2022 budget inclusion of \$4,885.00 for contribution and to maintain the current membership of the APGA Research Foundation.
Background/Summary:	The APGA Research Foundation (RF) was pursued by staff last year following the Bronze APGA SOAR Award. One of the major objectives of the APGA SOAR application is to give utilities a detailed overview of how they are performing in four categories (Employee Safety, System Improvement, System Integrity, and Workforce Development). In response to one of the areas lacking in our application (participation in any research and development programs), staff looked into the APGA RF and the benefits of membership. At the September 17th, 2020 UAC meeting, the Utility Advisory Committee gave a verbal recommendation for the City Gas Division to become members of the APGA Research Foundation and contribute a \$1.00 per meter amount that totaled \$4,828.00. The recommendation was for the 2021 calendar year and included a review of the membership before becoming annual members and renewing for the 2022 year forward.
Previous Council Action:	At the September 17th, 2020 UAC meeting, the Utility Advisory Committee gave a verbal recommendation for the City Gas Division to become members of the APGA Research Foundation and contribute a \$1.00 per meter amount that totaled \$4,828.00.
Analysis:	<u>APGA Research Foundation Overview</u> The City Gas Division joined over 160 + publicly-owned gas systems in membership last year with its contribution.

Funds go towards collaborative research and development projects coordinated through the Gas Technology Institute (GTI), Energy Solutions Center (ESC), and other groups. The Mission of the RF is: Investing across the innovation cycle from idea generation and development through commercialization, the RF influences energy products that benefit consumers and the employees that serve them.

GTI Focus Areas Include: Unconventional Gas & Oil, Gasification, Gas Conversion & Processing, Hydrogen, Renewable Energy, Infrastructure Asset Management, Pipeline Integrity, Carbon Management, Energy Efficiency, Power Generation, and Alternative Transportation.

ESC Works To: Strengthen the Ability of Energy Utilities to Achieve Excellence in Serving All Customer Segments; Accelerate the Introduction and Deployment of New Gas Solutions; Enable Energy Customers to Achieve Efficiency, Conservation, and Environmental Goals Through the Use of Natural Gas.

APGA RF projects include indoor methane detection research, gas foodservice technologies, hydrogen technologies, and virtual reality training tools. Member contributions help support these and many other projects that increase safety across the industry and efficiency and convenience to our customers.

Research and Development is key in the future of natural gas and is pivotal in providing innovative ways to be safer and more efficient.

Benefits of Membership

Being a Research Foundation member has allowed the City of Ellensburg access to the APGA's Research and Development Portfolio, which includes RF Events and forums, RF Resources, Consumer Benefits, Emerging Technology Program and Energy Solutions Center Consortium. Staff has directly benefited this past year through the RF member forum, getting to interact with other members and sit in on discussions boards involving new gas industry technologies and ideas. Staff has also benefited from member only access to trainings and webinars. There are several trainings and webinars throughout the year that come at a significant cost, but are free to RF members. Staff attended several of these and most noteworthy was a Hydrogen webinar talking about the many ways to use Hydrogen and how the technology with Hydrogen is rapidly increasing. There are also new products that members are able to do product testing for. Some of these include a meter removal tool and stop gap tool for pipe squeezers.

Being an APGA member has been extremely beneficial with the tools they provide to assist with federally regulated programs and procedures, the networking and forums available to collaborate with colleagues across the industry, and support making our utility more efficient and safer. Maintaining a membership with the Research Foundation will allow the City Gas Division to continue to expand upon these resources and allow us to contribute to the betterment of the natural gas industry.

Financial Impact:

The proposed contribution to the APGA Research Foundation for the 2022 calendar year would be \$4,885.00. The cost of annual renewal would stay at the \$1.00 per customer, per year contribution amount. The proposed contributions were included in the budget and there is adequate funds to pursue renewal.



AGENDA REPORT

- Meeting Date:** October 21, 2021
- Agenda Subject:** Clean Energy Transformation Act (CETA) - Draft Clean Energy Implementation Plan (CEIP)
- Submitted by:** Buddy Stanavich Public Works & Utilities
- Recommended Action or Motion:**
1. Consideration of the draft CEIP
 2. Document public comments for specific actions
 3. Comments will be accepted at this meeting and in written form until October 29, 2021
 - i. Comments may be submitted:
 1. E-mail to: electric@ci.ellensburg.wa.us
 2. Mailed to: ATTN: CEIP Comments; 501 N Anderson St; Ellensburg, WA 98926
 4. The Utility Advisory Committee review the updated CEIP and public comments at the November 18, 2021 meeting and forward the recommended plan to Council for consideration and adoption.
 5. Council hold a public meeting to consider and adopt the CEIP in December
 6. Submit the plan to Department of Commerce
 7. Make the plan available to the public
 8. Review and update the plan every 4 years thereafter
 - i. City Council may update the plan between the target dates

Background/Summary:

Staff will provide an overview and presentation of the attached City of Ellensburg's draft Clean Energy Implementation Plan (CEIP) as required by the Clean Energy Transformation Act (CETA), using a simplified model recently released by the Washington State Department of Commerce. RCW 19.405.010, CETA Findings – Intent, establishes that the public interest includes: “The equitable distribution of energy benefits and reduction of burdens to vulnerable populations and highly impacted communities.”

WAC 194-40-050 establishes that each utility must submit by January 1, 2022, and every four years thereafter, a CEIP for

resources to be acquired and other actions to be undertaken during the next interim performance period.

WAC 194-40-200 establishes that the utility must do the following through a public process:

1. **WAC 194-40-200 (4)(b) à Identify vulnerable populations**
 1. Based on the adverse socioeconomic factors
 2. Based on sensitivity factors

2. **WAC 194-40-200 (4)(c)(i) à Include indicators applicable to the utility's service area associated with:**
 1. Energy benefits
 2. Nonenergy benefits
 3. Reduction of burdens
 4. Public health
 5. Environment
 6. Reduction in cost
 7. Energy security
 8. Resiliency

3. **Highly Impacted Communities (designated by Department of Health with a ranking of 9 or 10 on the Environmental Health Disparities map).**

“Vulnerable populations” means communities that experience a disproportionate cumulative risk from environmental burdens due to:

(a) Adverse socioeconomic factors, including unemployment, high housing and transportation costs relative to income, access to food and health care, and linguistic isolation; and

(b) Sensitivity factors, such as low birth weight and higher rates of hospitalization

There are five (5) census tracts within the City of Ellensburg service area, which also expand into Kittitas County. The following are the communities ranked 9 or 10 in Kittitas County:

1. Lead Risk from Housing
2. Low Birth Weight Combined

3. No High School Diploma
 4. Population living in poverty $\leq 185\%$ of FPL
 5. Proximity to Risk Management Plan (RMP) Facilities
 6. Transportation Expense
 7. Unaffordable Housing ($>30\%$ of income)
-
4. **Forecasted distribution of energy and nonenergy costs and benefits for the utility's portfolio of specific actions, including impacts resulting from the achievement of the specific targets established in WAC 194-40-200(3) for Energy Efficiency; Demand Response Resources; Renewable Energy**

Categories:

1. Energy Benefits
2. Non-Energy Benefits
3. Reduction of Burdens
4. Public Health
5. Environment
6. Reduction in Cost
7. Energy Security
8. Resiliency

Previous Council Action: N/A

Analysis: N/A

Financial Impact: Fiscal impact not known at this time

Attachments:

[CEIP-COE-Draft-Template_08-25-21.pdf](#)

Deadline: January 1, 2022

Submission: Email this workbook and all supporting documentation to CETA@commerce.wa.gov

Questions: Glenn Blackmon, Sarah Vorpahl, Austin Scharff, State Energy Office, CETA@commerce.wa.gov



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Do not modify blue-shaded fields.

RCW 19.405.060

Clean energy implementation plan—Compliance criteria—Incremental cost of compliance.

(2)(a) By January 1, 2022, and every four years thereafter, each consumer-owned utility must develop and submit to the department a four-year clean energy implementation plan for the standards established under RCW 19.405.040(1) and 19.405.050(1) that: (i) Proposes interim targets for meeting the standard under RCW 19.405.040(1) during the years prior to 2030 and between 2030 and 2045, as well as specific targets for energy efficiency, demand response, and renewable energy; (ii) Is informed by the consumer-owned utility's clean energy action plan developed under RCW 19.280.030(1) or other ten-year plan developed under RCW 19.280.030(5); (iii) Is consistent with subsection (4) of this section; and (iv) Identifies specific actions to be taken by the consumer-owned utility over the next four years, consistent with the utility's long-range resource plan and resource adequacy requirements, that demonstrate progress towards meeting the standards under RCW 19.405.040(1) and 19.405.050(1) and the interim targets proposed under (a)(i) of this subsection. The specific actions identified must be informed by the consumer-owned utility's historic performance under median water conditions and resource capability and by the consumer-owned utility's participation in centralized markets. In identifying specific actions in its clean energy implementation plan, the consumer-owned utility may also take into consideration any significant and unplanned loss or addition of load it experiences.

(b) The governing body of the consumer-owned utility must, after a public meeting, adopt the consumer-owned utility's clean energy implementation plan. The clean energy implementation plan must be submitted to the department and made available to the public. The governing body may adopt more stringent targets than those proposed by the consumer-owned utility and periodically adjust or expedite timelines if it can be demonstrated that such targets or timelines can be achieved in a manner consistent with the following: (i) Maintaining and protecting the safety, reliable operation, and balancing of the electric system; (ii) Planning to meet the standards at the lowest reasonable cost, considering risk; (iii) Ensuring that all customers are benefiting from the transition to clean energy: Through the equitable distribution of energy and nonenergy benefits and reduction of burdens to vulnerable populations and highly impacted communities; long-term and short-term public health and environmental benefits and reduction of costs and risks; and energy security and resiliency; and (iv) Ensuring that no customer or class of customers is unreasonably harmed by any resulting increases in the cost of utility-supplied electricity as may be necessary to comply with the standards.

(3)(a) An investor-owned utility must be considered to be in compliance with the standards under RCW 19.405.040(1) and 19.405.050(1) if, over the four-year compliance period, the average annual incremental cost of meeting the standards or the interim targets established under subsection (1) of this section equals a two percent increase of the investor-owned utility's weather-adjusted sales revenue to customers for electric operations above the previous year, as reported by the investor-owned utility in its most recent commission basis report. All costs included in the determination of cost impact must be directly attributable to actions necessary to comply with the requirements of RCW 19.405.040 and 19.405.050.

(b) If an investor-owned utility relies on (a) of this subsection as a basis for compliance with the standard under RCW 19.405.040(1), then it must demonstrate that it has maximized investments in renewable resources and nonemitting electric generation prior to using alternative compliance options allowed under RCW 19.405.040(1)(b).

(4)(a) A consumer-owned utility must be considered to be in compliance with the standards under RCW 19.405.040(1) and 19.405.050(1) if, over the four-year compliance period, the average annual incremental cost of meeting the standards or the interim targets established under subsection (2) of this section meets or exceeds a two percent increase of the consumer-owned utility's retail revenue requirement above the previous year. All costs included in the determination of cost impact must be directly attributable to actions necessary to comply with the requirements of RCW 19.405.040 and 19.405.050.

(b) If a consumer-owned utility relies on (a) of this subsection as a basis for compliance with the standard under RCW 19.405.040(1), and it has not met eighty percent of its annual retail electric load using electricity from renewable resources and nonemitting electric generation, then it must demonstrate that it has maximized investments in renewable resources and nonemitting electric generation prior to using alternative compliance options allowed under RCW 19.405.040(1)(b).

(5) The commission, for investor-owned utilities, and the department, for consumer-owned utilities, must adopt rules establishing the methodology for calculating the incremental cost of compliance under this section, as compared to the cost of an alternative lowest reasonable cost portfolio of investments that are reasonably available.

WAC 194-40-200

Clean energy implementation plan.

(1) **Specific actions.** Each utility must identify in each CEIP the specific actions the utility will take during the next interim performance period or GHG neutral compliance period to demonstrate progress toward meeting the standards under RCW 19.405.040(1) and 19.405.050(1) and the interim targets under subsection (2) of this section and the specific targets under subsection (3) of this section. Specific actions must be

consistent with the requirements of RCW 19.405.060 (2)(a)(iv).

(2) **Interim target.** The CEIP must establish an interim target for the percentage of retail load to be served using renewable and nonemitting resources during the period covered by the CEIP. The interim target must demonstrate progress toward meeting the standards under RCW 19.405.040(1) and 19.405.050(1), if the utility is not already meeting the relevant standard.

(3) **Specific targets.** The CEIP must establish specific targets, for the interim performance period or GHG neutral compliance period covered by the CEIP, for each of the following categories of resources:

(a) **Energy efficiency.** (i) The CEIP must establish a target for the amount, expressed in megawatt-hours of first-year savings, of energy efficiency resources expected to be acquired during the period. The energy efficiency target must comply with WAC 194-40-330(1). (ii) A utility may update its CEIP to incorporate a revised energy efficiency target to match a biennial conservation target established by the utility under RCW 19.285.040 (1)(b) and WAC 194-37-070.

(b) **Demand response resources.** The CEIP must specify a target for the amount, expressed in megawatts, of demand response resources to be acquired during the period. The demand response target must comply with WAC 194-40-330(2).

(c) **Renewable energy.** The utility's target for renewable energy must identify the quantity in megawatt-hours of renewable electricity to be used in the period.

(4) **Specific actions to ensure equitable transition.** To meet the requirements of RCW 19.405.040(8), the CEIP must, at a minimum:

(a) Identify each highly impacted community, as defined in RCW 19.405.020(23), and its designation as either: (i) A community designated by the department of health based on cumulative impact analyses; or (ii) A community located in census tracts that are at least partially on Indian country.

(b) Identify vulnerable populations based on the adverse socioeconomic factors and sensitivity factors developed through a public process established by the utility and describe and explain any changes from the utility's previous CEIP, if any;

(c) Report the forecasted distribution of energy and nonenergy costs and benefits for the utility's portfolio of specific actions, including impacts resulting from achievement of the specific targets established under subsection (3) of this section. The report must: (i) Include one or more indicators applicable to the utility's service area and associated with energy benefits, nonenergy benefits, reduction of burdens, public health, environment, reduction in cost, energy security, or resiliency developed through a public process as part of the utility's long-term planning, for the provisions in RCW 19.405.040(8); (ii) Identify the expected effect of specific actions on highly impacted communities and vulnerable populations and the general location, if applicable, timing, and estimated cost of each specific action. If applicable, identify whether any resource will be located in highly impacted communities or will be governed by, serve, or otherwise benefit highly impacted communities or vulnerable populations in part or in whole; and (iii) Describe how the specific actions in the CEIP are consistent with, and informed by, the utility's longer-term strategies based on the analysis in RCW 19.280.030 (1)(k) and clean energy action plan in RCW 19.280.030(1)(l) from its most recent integrated resource plan, if applicable.

(d) Describe how the utility intends to reduce risks to highly impacted communities and vulnerable populations associated with the transition to clean energy.

(5) **Use of alternative compliance options.** The CEIP must identify any planned use during the period of alternative compliance options, as provided for in RCW 19.405.040 (1)(b).

(6) The CEIP must be consistent with the most recent integrated resource plan or resource plan, as applicable, prepared by the utility under RCW 19.280.030.

(7) The CEIP must be consistent with the utility's clean energy action plan developed under RCW 19.280.030(1) or other ten-year plan developed under RCW 19.280.030(5).

(8) The CEIP must identify the resource adequacy standard and measurement metrics adopted by the utility under WAC 194-40-210 and used in establishing the targets in its CEIP. (9) If the utility intends to comply using the two percent incremental cost approach specified in WAC 194-40-230, the CEIP must include the information required in WAC 194-40-230(3) and, if applicable, the demonstration required in WAC 194-40-350(2).

(10) Any utility that is not subject to RCW 19.280.030(1) may meet the requirements of this section through a simplified reporting form provided by commerce.

Utility name:	City of Ellensburg
Report date:	12/31/2021
Contact name/Dept:	Buddy Stanavich
Phone:	509-962-7225
Email:	stanavichm@ci.ellensburg.wa.us
Web address of published CEIP:	https://ci.ellensburg.wa.us/
Small utility:	Yes

A small utility is a utility that is not required by RCW 19.280.030(1) to prepare an integrated resource plan.

City of Ellensburg

Interim target: Percentage of retail load to be served using renewable and nonemitting resources (WAC 194-40-200(2))

Resource	2022	2023	2024	2025	4-year Period
Renewable	83%	83%	83%	83%	83%
Nonemitting	11%	11%	11%	11%	11%
Total	95%	95%	95%	95%	95%

[Small utilities may enter a single value in cell G6 and leave the remaining cells blank.]

Describe how the target demonstrates progress toward meeting the 2030 and 2045 CETA standards (WAC 194-40-200(2)). This section is not required if the value in cell G6 is 80% or greater :

N/A

City of Ellensburg Total Retail Load Forecast Weather Adjusted History 2021-2025					
Fiscal Year	MWh	aMW	Growth	Hydro/Nuclear	Hydro
2021	212,843	24.30	0.6%	95%	83%
2022	214,090	24.44	0.6%	203,385	177,694
2023	214,743	24.51	0.3%	204,005	178,236
2024	216,063	24.60	0.3%	205,260	179,333
2025	216,017	24.66	0.3%	205,216	179,294
				4yr CEIP	714,558

Specific targets (WAC 194-40-200(3)):

Resource	Amount	
Energy Efficiency	6,041	MWh to be acquired over the interim performance period (measured in first-year savings)
Renewable energy	714,558	MWh to be used during the interim performance period
Demand response	0	MW to be acquired over the interim performance period

Identify and describe the specific actions the utility will take over the next interim performance period to demonstrate progress toward meeting the utility's interim targets and the 2030 GHG neutral and 2045 clean electricity standard (WAC 194-40-200(1)):

Specific action proposed	Description of how the action demonstrates progress toward meeting interim targets and the standards
BPA's Energy Efficiency Implementation Program	Energy efficiency focuses on reducing the amount of electricity used by increasing the efficiency of energy use. The City of Ellensburg provides incentives to encourage participation in residential and non-residential programs to promote more efficient use of energy.
Receive BPA's Fuel Mix	The City's resource mix from BPA is 83% hydro, 11% Nuclear

Highly impacted communities (WAC 194-40-200(4))

Report each Highly Impacted Community in the table below.

Highly Impacted Community is defined in RCW 19.405.020(23) as:

(23) "Highly impacted community" means a community designated by the department of health based on cumulative impact analyses in RCW 19.405.140 or a community located in census tracts that are fully or partially on "Indian country" as defined in 18 U.S.C. Sec. 1151.

Department of Health has designated Highly Impacted Communities as those ranking 9 or 10 on the Environmental Health Disparities map. Visit the Department of Health website for instructions on how to identify Highly Impacted Communities:

<https://www.doh.wa.gov/DataandStatisticalReports/WashingtonTrackingNetworkWTN/ClimateProjections/CleanEnergyTransformationAct/CETAUtilityInstructions>

Census Tract (enter 11 digit FIPS code)	County Name	Tribal Lands (Yes/No)	Environmental Health Disparities Topic Rank
53037975600	Kittitas	N	Lead Risk from Housing
53037975401	Kittitas	N	Low Birth Weight Combined
53037975500	Kittitas	N	Low Birth Weight Combined
53037975600	Kittitas	N	No High School Diploma
53037975401	Kittitas	N	Population living in poverty <=185% of FPL
53037975500	Kittitas	N	Population living in poverty <=185% of FPL
53037975600	Kittitas	N	Population living in poverty <=185% of FPL
53037975402	Kittitas	N	Proximity to Risk Management Plan (RMP) Facilities
53037975500	Kittitas	N	Proximity to Risk Management Plan (RMP) Facilities
53037975600	Kittitas	N	Proximity to Risk Management Plan (RMP) Facilities
53037975402	Kittitas	N	Transportation Expense
53037975500	Kittitas	N	Transportation Expense
53037975402	Kittitas	N	Unaffordable Housing (>30% of income)
53037975500	Kittitas	N	Unaffordable Housing (>30% of income)
53037975600	Kittitas	N	Unaffordable Housing (>30% of income)

Vulnerable populations (WAC 194-40-200(4))

Please list all socioeconomic factors and sensitivity factors developed through a public process and used to identify Vulnerable Populations based on the definition in RCW 19.405.020(40):

(40) "Vulnerable populations" means communities that experience a disproportionate cumulative risk from environmental burdens due to:

- (a) Adverse socioeconomic factors, including unemployment, high housing and transportation costs relative to income, access to food and health care, and linguistic isolation; and
 (b) Sensitivity factors, such as low birth weight and higher rates of hospitalization

Factors	Details	Caveats	Source	Date Last Updated	Approximate number of households in service territory (if applicable)
Lead Risk from Housing	Homes built before 1980	Data has a 90% margin of error; 2016 data estimated 2866 homes in Kittitas County; 2019 data estimated 3238 homes built before 1980	2019 ACS 5-year Housing Data	2021	3238 (in Kittitas County, not service territory)
Low Birth Weight Combined	Ranking of population with low birth weight, < 2500 g (~5.5 pounds)	Multiple births, abortions and fetal deaths are not included	WA Dept of Health Statistics	2021	20 annually (in Kittitas County, not service territory)
No High School Diploma	Age 25+ and no high school diploma	Data has a 90% margin of error.	2019 ACS 5-year grouping	2021	2392 (in Kittitas County, not service territory); Equates to an average of ~5% annually; State average is 6% - 7%; National Average is 6.2% - 11.6%
Population living in poverty <=185% of FPL	2019 5-year roll-up of estimated number of people living below 185% of Federal Poverty Level, which varies by household size	Values shown have a 90% margin of error	WA Dept of Health Population Living in Poverty	2021	8737 (in Kittitas County, not service territory)
Proximity to Risk Management Plan (RMP) Facilities	Facilities with a Risk Management Plan within 5 km of a census tract; Need to submit FOIA request to see source data;	Indicator was developed using nationwide databases and may not reflect the risk of living within close proximity to all RMP facilities in Washington	EPA RMP Database 04/05/2020	2020	Unknown

Factors	Details	Caveats	Source	Date Last Updated	Approximate number of households in service territory (if applicable)
Transportation Expense	Transportation costs based on percentage of income for the regional moderate household (80% AMI)	The index is intended for use by researchers, developers, planners and policymakers to enhance their understanding of the cost burden of transportation. Indicators that can change more quickly like car ownership can be less accurate inputs than indicators that tend to change slowly like neighborhood block size.	WA Tracking Network, WA State Dept of Health	2008 - 2012	Unknown
Unaffordable Housing (>30% of income)	Housing burden indicator displays the modeled percent of income spent on housing for a 4-person household making the median household income based on ACS 5-year estimates	values shown have a 90% margin of error	WA Tracking Network, WA State Dept of Health, 2016 ACS	2012 - 2016	Unknown

**** Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value.**

Describe and explain any changes to the factors from the utility's previous CEIP, if any:

N/A, 2022 is first CEIP

Distribution of energy and non-energy costs and benefits (WAC 194-40-200(4))

Please report one or more indicators, developed through a public process, and used to identify the forecasted distribution of energy and non-energy costs and benefits for the utility's portfolio of specific actions, including impacts resulting from achievement of the specific targets established under WAC 194-40-200(3).

Indicators must be associated with one of the following categories: energy benefits, non-energy benefits, reduction of burdens, public health, environment, reduction in cost, energy security, or resiliency.

Category	Indicator	Details	Source	Date Last Updated
Energy	Renewable Energy Product	Offer a Renewable Energy Product to customers that sign up for it	Utility Data	2021
	Efficiency Programs	Energy Efficiency, Weatherization, Net-Metering incentives on Low-Income housing	Energy Efficiency measures	2021
	Resource Adequacy	Planning for future uptake	Utility Data	2021
Non-Energy	Efficiency Programs	Energy Efficiency, Weatherization, Net-Metering incentives on Low-Income housing	Energy Efficiency measures	2021
	Supplier Strength	Strength and Health of BPA	Utility Data	2021
	Communication	Targeted communications, rise in number of outreach and impressions to increase accessibility	Utility Data	2021
Reduction of Burden	Efficiency Programs	Energy Efficiency, Weatherization, Net-Metering incentives on Low-Income housing	Energy Efficiency measures	2021
	Number of households with high energy burden	Identify energy burdened households	Utility Data	2021
	Low income rate class	Subsidized by other rate payers, the low income rate classes reduces costs for the customer in the short-term	Utility data	2021
Public health	Cleaner indoor air	more efficient HVAC units can increase filtering of air inside the home	Energy Efficiency measures	2021
Environmental	Greenhouse Gas Emissions	Ellensburg GHG emissions	Utility Data	2021
	Efficiency Programs	Energy Efficiency, Weatherization, Net-Metering incentives on Low-Income housing	Energy Efficiency measures	2021
Reduction in Cost	Efficiency Programs	Energy Efficiency, Weatherization, Net-Metering incentives on Low-Income housing	Energy Efficiency measures	2021
	Number of households with high energy burden	Identify energy burdened households	Utility Data	2021
	Reduced energy burden	Weatherization improvements can reduce energy costs for the customer in the long-term	Energy Efficiency measures	
Energy Security	Supplier Generation Location	Generation located in Washington or Connected to BPA Transmission	Utility Data	2021

Energy Resiliency	Supplier Generation Location	Generation located in Washington or Connected to BPA Transmission	Utility Data	2021
	Generation	Identify generation capacity that meets the demands of City customers	Utility Data	2021
	Looping within City distribution system to shorten and reduce outages	The utility's ability to reroute electricity distribution to alternate lines or substations can shorten and reduce outages, both planned and unplanned	Utility data	2021
	Interlocal agreements with neighboring utilities for outage restoration	The utility's ability to call in neighboring line crews in the event of staffing shortages or widespread system damage can restore power in a more efficient timeframe	Utility data	2021

Please report the forecasted distribution of energy and non-energy costs and benefits on identified highly impacted communities and vulnerable populations for the utility's portfolio of specific actions, including impacts resulting from achievement of the specific targets established under WAC 194-40-200(3). You must do a separate row for each action and for each population affected.

Identify the expected effect of specific actions on highly impacted communities and vulnerable populations and the general location, if applicable, timing, and estimated cost of each specific action. If applicable, identify whether any resource will be located in highly impacted communities or will be governed by, serve, or otherwise benefit highly impacted communities or vulnerable populations in part or in whole.

Utility Specific Action or (e.g. name of resource or program)	Population(s) Affected	Indicator	Detail (describe distribution of energy and non-energy benefits on named population)	Location of Resource (if applicable)
<i>Ex. Replace substation</i>	<i>Tribe</i>	<i>resiliency</i>		<i>substation address</i>
Dolarway substation relocation & expansion	all	resiliency	Added capacity to carry load	Dolarway Road
Bull Road line extension	all	resiliency	Looping of distribution system to prevent and reduce outages	Bull Road
Energy audits	all	reduced cost burden	Free energy audits for qualifying low income customers; Subsidized energy audits for the rest	All City customers

Long-term plans (WAC 194-40-200(4)(c)(iii))

Describe how the specific actions in the CEIP are consistent with, and informed by, the utility's longer-term strategies based on the analysis in RCW 19.280.030 (1)(k) and clean energy action plan in RCW 19.280.030 (1)(l) from its most recent integrated resource plan, if applicable:

This report presents the results of the Twenty Year Distribution Study prepared by Electrical Consultants, Inc. (ECI) for the City of Ellensburg (the City). This study evaluates the City's distribution system providing electric service in Central Washington.

Based upon the planning criteria identified in Section 3.0 and pertinent historical trends and load forecasts identified in Section 4.0, distribution system performance was evaluated in order to identify criteria violations for voltage drop, voltage and current imbalance, line and equipment loading, as well as power factor and losses.

System performance was evaluated by first performing load flows for peak loading conditions. A thorough review of the existing system performance with the present, transition (6 year), long range (20 year), long range extreme (20 year extreme) loading was performed. The peak models are represented by the maps located at the end of the report in the Maps Appendix. These maps include voltage levels across the City's distribution system along with projected loads. Results of the load flow analysis are summarized in Section 5.0 along with recommendations for system improvement.

All recommendations were designed to be in general concurrence with planning criteria and to ensure that no adverse impacts to the integrity of the City's system were imposed. The mechanical condition of the City's plant, along with reliability of service to members, was also factored into the recommendations for system improvement. Single contingency outages were investigated through analysis of load flow and voltage drop studies to address system requirements during such operating conditions.

Connection Statistics and Energy Use

The City serves residential, commercial, and industrial customers. In terms of number of accounts, residential is the most profuse, followed by commercial and industrial, respectively. In recent years, industrial/commercial loads have decreased, however there are several proposed projects that could increase these categories.

Historical Demand and Growth Patterns

The City of Ellensburg provides distribution-level voltage through four (4) substations. These include Helena, East Ellensburg, Dolarway #1 and Dolarway #2. The table also shows loads allocated to each substation for the six-year and twenty-year periods.

Figure 4-6-1 shows the historical and forecasted growth characteristics of the City's entire system for the period 2006 through 2037. This forecast gives a base case and an upper confidence bound, the upper confidence bound is a maximum anticipated value.

Having developed a predictor of future growth, growth could then be assigned. This was accomplished through consultation with the City. All areas

with potential new development were identified and a large customer was then assigned. Refer to the Projected Loads Maps in the Appendix for where growth was assigned. Total system kW projections at six-year and twenty year loads were then compared to the projected growth. As can be seen from the trend lines in Figures 4-6-1 through 4-6-4 system growth is negative for the system, according to the linear regression of data provided by the City and BPA reads. The decrease in loads on the system in recent years is due to industrial/commercial loads leaving the city and increased electrical efficiency. Although the load decrease results in a negative trend, it is not an accurate predictor of future growth. Residential loads in the city are anticipated to continue to grow. Projected load growth areas were discussed with City personnel and loads were added to the system based upon the possibility of new subdivisions, industrial/business parks, territory expansion, and the forecast projections. For this reason, projected loads are higher than the linear regression projections would suggest, however, they are in line with City growth projections.

Consumer statistics were analyzed between 2012 and 2017, there were 9,485 customers and 60 MW of non-coincident peak during the 2012 plan, and there was 9,343 customers and 53 MW of non-coincident peak during the 2017 plan. These numbers infer that in 2012 the average kW per customer was 6.326 kW per customer and in 2017 it was 5.672 kW per customer. This analysis does not take into account Twin City Foods load being taken offline for the 2017 plan. Twin City Foods had approximately 4.5 MW of load in the 2012 plan, removing it from the 60 MW load brings the load to 55.5 MW and this changes the average kW per customer to 5.85 kW which is much closer to the current usage per customer. While these numbers show a decrease in usage per customer it is important to note that based upon past experience this decrease is likely due to increased efficiency in homes and businesses. Increased efficiency will initially look like a decrease in loads, however, this decrease cannot maintain into the future and as the population grows loads will continue to increase. For this reason and discussion with City personnel loads are anticipated to begin to increase in the future as the city expands.

Loads were also compared to the BPA load forecast included in the Appendix. The load forecast from BPA shows no growth anticipated, however, as discussed previously residential growth is anticipated to continue within the City and therefore increased load is expected.

Population growth is assumed at 2% year over year with a total population of 32,540 residents by 2037. Growth projections came from a 2016 study by BERK Consulting and the Kittitas County conference of Governments.

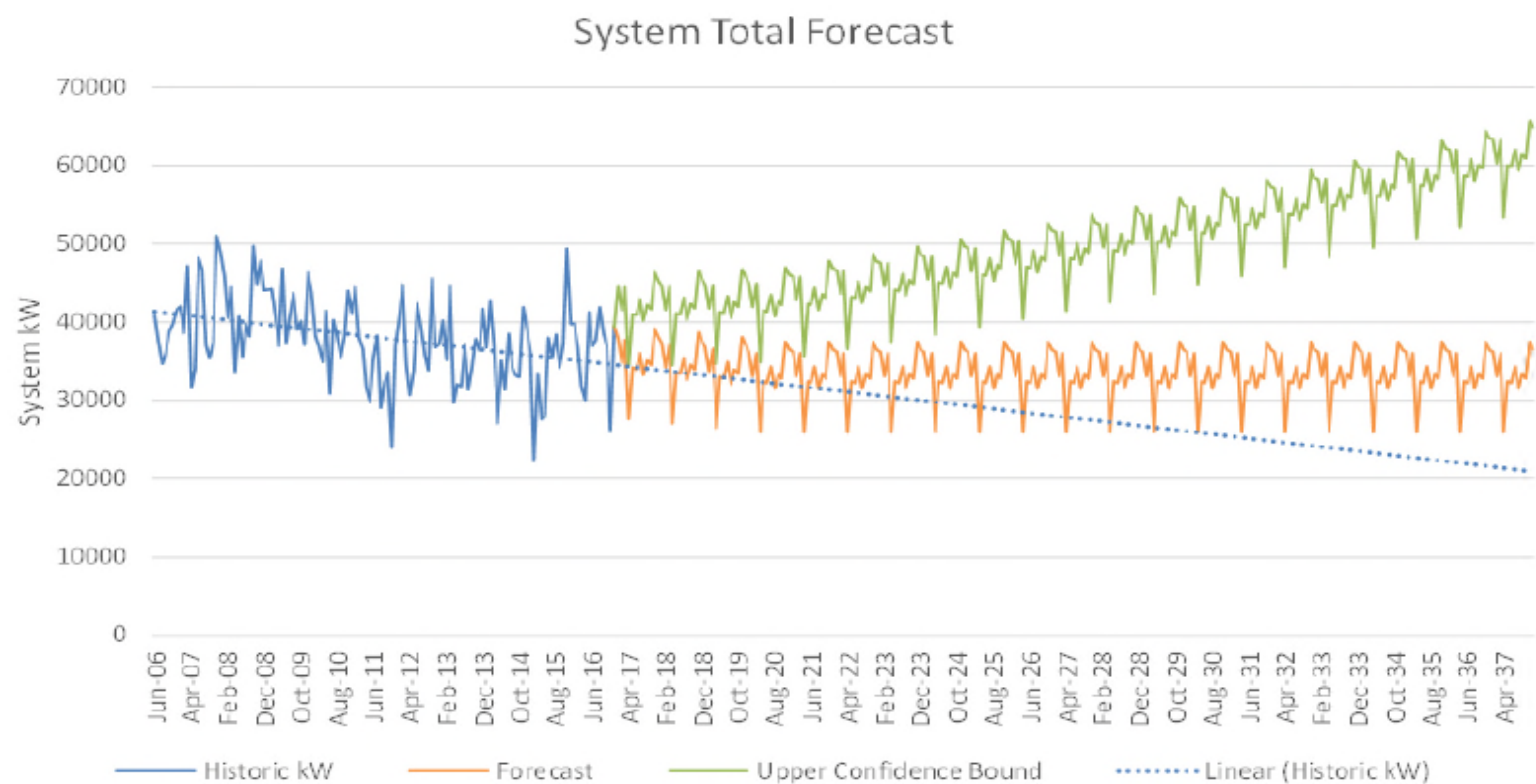


Figure 4-6-1

Integrated resource plan compliance (WAC 194-40-200(6))

This CEIP is consistent with the most recent integrated resource plan or resource plan, as applicable, prepared by the utility under RCW 19.280.030. **Select yes or no.**

Yes

Clean energy action plan compliance (WAC 194-40-200(7))

The CEIP is consistent with the utility's clean energy action plan developed under RCW 19.280.030(1) or other ten-year plan developed under RCW 19.280.030(5). **Select yes or no.**

Yes

Risk (WAC 194-40-200(4)(d))

Describe how the utility intends to reduce risks to highly impacted communities and vulnerable populations associated with the transition to clean energy.

Focus on risk reduction through energy security and resiliency. Reduce energy burden on our customers by continuing to provide weatherization improvement rebates to qualifying low-income customers at no cost to low income customers utilizing a variety of funding sources, to include, but not limited to City conservation funds through the BPA program, Department of Commerce, and others.

Public participation (WAC 194-40-200(4), -220(1))

Provide a summary of the public input process conducted in compliance with WAC 194-40-220. Describe how public comments were reflected in the specific actions under WAC 194-40-200(4), including the development of one or more indicators and other elements of the CEIP and the utility's supporting integrated resource plan or resource plans, as applicable.

- 1.) BeHeardEllensburg (Survey, translation service, website, Social Media, Etc.)
- 2.) HopeSource
- 3.) UAC Meeting

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Clean Energy Transformation Act

Clean Energy Transformation Act (CETA)

On May 7, 2019, Governor Jay Inslee signed into law the [Clean Energy Transformation Act \(CETA\)](#), which commits Washington State to achieve an electricity supply that is 100% greenhouse gas emissions free by 2045. As an electric utility, the City of Ellensburg is required to meet these requirements.



Electricity production is the third-largest source of carbon emissions in the state. **The good news is that the City of Ellensburg's electricity fuel mix is 95% carbon free.** The bill aims to curb that by eliminating coal power, including the importation of electricity produced by coal-fired power plants in neighboring states, by 2025. Washington utilities, including the City of Ellensburg, are required by law to transition to a carbon-neutral electricity supply by 2030, before eliminating fossil fuel electricity production completely by 2045.

Clean electricity will allow Washington residents and businesses to power their buildings and homes, vehicles, and appliances with carbon free resources, such as wind and solar. Reductions in fossil fuel use will improve the health of communities, grow the economy, create family-sustaining jobs, and enable the state to achieve its long-term climate goals.

The law provides safeguards to maintain affordable rates and reliable service. It also requires an equitable distribution of the benefits from the transition to clean energy for all utility customers and adds and expands energy assistance programs for low-income customers.

The legislation requires utilities to engage the public to help determine their clean energy transition. Utilities will be required to account for the costs and impacts of carbon pollution when considering energy sources. As part of this requirement, utilities must develop a Clean Energy Implementation Plan (CEIP) that demonstrates how they will work to meet carbon standards at the lowest reasonable cost in the next four years. The City of Ellensburg is currently developing the CEIP, which will be available for review at a future Utility Advisory Committee meeting and will be posted online when complete.

Key milestones for Washington utilities under this law include:

- 2022 – Prepare and publish a clean energy implementation plan with targets for energy efficiency and renewable energy
- 2025 – Eliminate coal-fired electricity from their state portfolios
- 2030 – Achieve greenhouse gas neutrality, may include provisions for offsets
- 2045 – Supply 100% renewable or non-emitting electricity, with no provision for offsets

For more information on CETA, please visit Washington State Department of Commerce's web site [here](#). For a deeper dive into data and visual illustrations on Washington State greenhouse gas emissions, visit the [Department of Ecology](#) webpage.

Learn more about the Clean Energy Implementation Plan at the Utility Advisory Commission (UAC) meeting on Thursday, October 21, 2021 at 3:30 p.m. Join virtually or attend in person at City Hall.

There will be additional meetings for public participation including future UAC and City Council meetings.

Use of alternative compliance options (WAC 194-40-200(5))

Identify any planned use during the period of alternative compliance options, as provided for in RCW 19.405.040(1)(b):

Alternative compliance payments:		Dollars
Unbundled renewable energy credits:		Credits
Credits from energy transformation projects:		MWh
Electricity from the Spokane municipal solid waste to energy facility:		MWh

City of Ellensburg

Resource adequacy standard (WAC 194-40-200(8))

Identify the resource adequacy standard and measurement metrics adopted by the utility under WAC 194-40-210 and used in establishing the targets in the CEIP.

Resource adequacy standard

5%

Methods of measurement

5% is the regional threshold established for loss of load probability. The City of Ellensburg is a 100% load-following customer of BPA and short-term Tier 2 needs are also provided by BPA.

WAC 194-40-210

Resource adequacy standard.

(1) Each utility that is required to prepare an integrated resource plan under RCW 19.280.030(1) must establish by January 1, 2022, a standard for resource adequacy to be used in resource planning, including assessing the need for and contributions of generating resources, storage resources, demand response resources, and conservation resources. The resource adequacy standard must be consistent with prudent utility practices and relevant regulatory requirements and must include reasonable and nondiscriminatory:

(a) Measures of adequacy, such as peak load standards and loss of load probability or loss of load expectation;

(b) Methods of measurement, such as probabilistic assessments of resource adequacy; and

(c) Measures of resource contribution to resource adequacy, such as effective load carrying capability applicable to all resources available to the utility including, but not limited to, renewable, storage, hybrid, and demand response resources.

(2) Each utility not subject to subsection (1) of this section must identify by January 1, 2022, the resource adequacy standard relied on by the utility in preparing its resource plan and CEIP.

(3) In each CEIP submitted after 2022, each utility must identify and explain any changes to its resource adequacy standard.

[Statutory Authority: RCW 19.405.100 and 19.405.060. WSR 21-02-039, § 194-40-210, filed 12/29/20, effective 1/29/21.]

Annual cost threshold (WAC 194-40-200(9))

Enter information in the blue column only. The rest will pre-populate.

Do not complete this section unless the utility intends to comply using the 2% incremental cost approach specified in WAC 194-40-230.

Year	Retail revenue requirement	Annual amount from revenue increase equal to 2% of prior year revenue requirement	Number of years in effect	Threshold amount over four years	Sum of threshold amounts	Annual threshold amounts
2021						
2022		\$	4	\$.00	\$.00	\$.00
2023		\$	3	\$.00		
2024		\$	2	\$.00		
2025		\$	1	\$.00		
Annual threshold ammount as a percentage of average retail revenue requirement						#DIV/0!



AGENDA REPORT

Meeting Date:	October 21, 2021
Agenda Subject:	Design and Permitting agreement with Aspect Engineering for Gateway II
Submitted by:	Jon Morrow Public Works & Utilities
Recommended Action or Motion:	Information only, questions and comments welcomed, no recommendation needed, due to short timing, this contract already went to Council for Authorization October 4th, 2021.
Background/Summary:	The Washington State Department of Ecology grant funded the City's Gateway II LID stormwater retro-fit project in the 2020 biennial Water Quality Revolving Fund. Gateway II is the same identical project as Gateway I, but Gateway II is on Vantage Highway instead of University Way.
Previous Council Action:	The funding agreement with Ecology for Gateway II was approved by City Council and signed on January 5, 2021.
Analysis:	Gateway II is the same scope and size project as Gateway I. Gateway II will treat approximately two miles of stormwater off of Vantage Highway in-between Vista and the new city limits. New sidewalks, pedestrian/bicycle trails, trees and rock lined storm swales will be constructed on both sides of the street. The project is grant funded from the Department of Ecology. The design and permitting window is 2021-2022 and the construction window is 2022-2023.
Financial Impact:	The total eligible project cost is \$5,000,000.00. Ecology's share is \$4,250,000.00. The recipient's share (Ellensburg) is \$750,000.00. There is \$400,000 budgeted in the 2021 Arterial Street budget for project design. The grant match exceeds the amount in the Arterial Street Budget and requires a supplemental appropriation in the amount of \$28,000. There is \$4,600,000.00 budgeted in the 2022 Arterial Street budget for construction of this project. The City's match was under budgeted and will require a supplemental appropriation to the 2022 Arterial Street budget with the funds to come from

an additional transfer in from Sales Tax in the amount of \$322,000.00.

Attachments:

[Consultant agreement for signature.pdf](#)

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF ELLENSBURG
AND
ASPECT CONSULTING, LLC**

RELATING TO: Gateway to the City of Ellensburg Stormwater LID Retrofit Project II

THIS LUMP SUM AGREEMENT is made and entered into this _____ day of August, 2021 ("Effective Date"), by and between THE CITY OF ELLENSBURG, a non-charter code city of the State of Washington (hereinafter called the "CITY") and (ASPECT CONSULTING), a LLC authorized to do business in the state of Washington (hereinafter called the "CONSULTANT").

1. RECITALS.

1.1. The CITY desires to obtain professional services for work related to the Gateway to the City of Ellensburg Stormwater LID Retrofit Project II project.

1.2. The CITY has solicited for such professional services as required by law, including RCW Chapter 39.80 if applicable.

1.3. CONSULTANT represents that it is available and able to provide qualified personnel and facilities necessary for the work and services contemplated herein, and can accomplish the work and services within the required time period and in accordance with CITY's specifications, WSDOT Standard Specifications (as applicable), and professional standards.

1.4. CONSULTANT agrees to perform the work and services specified herein in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the above representations and the terms, conditions, covenants, and agreements set forth below, the parties hereto agree as follows:

2. SCOPE OF WORK.

2.1. The scope of professional services to be performed and the results to be achieved by the CONSULTANT shall be as detailed in the attached Exhibit A and shall include all services and material necessary to accomplish the work ("Services").

2.2. The CITY may review the CONSULTANT'S work product, and if it is not satisfactory, the CONSULTANT shall make such changes as may be required by the CITY. Such changes shall not constitute "Extra Work" as related in Section 13 of this Agreement.

2.3. The CONSULTANT agrees that all services performed under this Agreement shall be in accordance with the standards of the profession and in compliance with applicable federal, state and local laws.

2.4. The Scope of Work may be amended upon written approval of both parties.

3. TIME OF PERFORMANCE. The CONSULTANT may begin work upon the Effective Date of this Agreement by both parties, or the CITY's issuance of a Notice to Proceed, whichever is applicable, and the duration of the Agreement shall extend through June 30, 2025. The work shall be completed in accordance with the schedule set forth in the attached Exhibit B.

4. PAYMENT. The CITY shall pay the CONSULTANT as set forth in this section of the Agreement. Such payment shall be full compensation for work performed, services rendered, and all labor, materials, supplies, equipment and incidentals necessary to complete the work.

4.1. The CITY shall pay the CONSULTANT as set forth in this section. In no event shall the amount paid by CITY exceed the Maximum Compensation as set forth in Section 5, unless otherwise agreed to by the CITY in writing. Such payment shall be full compensation for work performed, services rendered, and all labor, materials, supplies, equipment and incidentals necessary to complete the work.

4.2. The CONSULTANT shall submit invoices to the CITY for work completed in accordance with Exhibit A. Invoices shall detail the work, and shall itemize with receipts and invoices the non-salary direct costs.

4.3. The CITY shall review the invoices and make payment for the portion of the project or tasks that have been completed less the amounts previously paid.

4.4. The CONSULTANT invoices are due and payable within 30 days of receipt. In the event of a disputed billing, only the disputed portion will be withheld from payment.

4.5. Final payment for the balance due to the CONSULTANT will be made after the completion of the work and acceptance by the CITY.

4.6. Payment for "Extra Work" performed under Section 13 of this Agreement shall be as agreed to by the parties in writing.

4.7. The CITY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the Agreement for allowable unforeseen costs, or reimbursing the CONSULTANT for

allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this Agreement. Such authorization(s) shall be in writing and shall not exceed the lesser of \$15,000 or 10% of the Maximum Compensation as shown in Section 5 of this Agreement. The amount included for the Management Reserve Fund is \$0.00. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section 13 – Extra Work.

5. MAXIMUM COMPENSATION.

5.1. The CONSULTANT's total compensation and reimbursement under this Agreement, including labor, direct non-salary reimbursable costs and outside services, shall not exceed the maximum sum of \$1,050,000. This amount is the maximum amount to be paid under this Agreement and shall not be exceeded without prior written authorization from CITY in the form of a negotiated and executed amendment of this Agreement.

5.2. The budget for each task is as set forth in the attached Exhibit D. Budgets for task(s) may be modified upon mutual agreement between the two parties, but in any event, the total payment to CONSULTANT shall not exceed the maximum amount per Section 5.1 above.

6. RELATIONSHIP OF PARTIES.

6.1. The relationship created by this Agreement is that of owner-independent contractor. Neither the CONSULTANT nor CONSULTANT's employees are employees of the CITY and are not entitled to the benefits provided by the CITY to its employees. The CONSULTANT, as an independent contractor, has the authority to control and direct the performance of the details of the services to be provided. No employee, agent, representative or subconsultant of CONSULTANT shall be or shall be deemed to be the employee, agent representative or subconsultant of the CITY. The CONSULTANT shall assume full responsibility for all wages, along with any Federal, State, and local taxes or contributions imposed or required, including, but not limited to, unemployment insurance, Social Security, and income tax, payable as a result of work performed under this Agreement.

6.2. Employees of the CONSULTANT, while engaged in the performance of any work or services under this Agreement, shall be considered employees of the CONSULTANT only and not of the CITY, and claims that may arise under the Workman's Compensation Act on behalf of said employees while so engaged, and any and all claims made by a third party as a consequence of any negligent act or omission on the part of the CONSULTANT'S employees while so engaged, on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT. On or before the Effective Date, CONSULTANT shall file, maintain and/or open all necessary records with the Internal Revenue Service and the

State of Washington, and as may be required by RCW 51.08.195, to establish CONSULTANT's status as an independent contractor.

7. OWNERSHIP OF DOCUMENTS.

7.1. The work product and all documents produced under this Agreement shall be furnished by the CONSULTANT to the CITY, and upon completion of the work shall become the property of the CITY, for use without restriction and without representation as to suitability for reuse by any other party unless specifically verified or adapted by the CONSULTANT, except that the CONSULTANT may retain one copy of the work product and documents for its records. The CONSULTANT will be responsible for the accuracy of the work, even though the work has been accepted by the CITY.

7.2. In the event that the CONSULTANT shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the CONSULTANT, along with a summary of work as of the date of default or termination, shall become the property of the CITY. Upon request, the CONSULTANT shall tender the work product and summary to the CITY. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the CITY.

7.3. CONSULTANT will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of CONSULTANT.

8. RECORDS. As a public agency, the CITY is subject to the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that CONSULTANT keeps records that are deemed public records and are needed for the CITY to respond to a request under the Act, as determined by the CITY, CONSULTANT agrees to make them promptly available to the CITY. Pursuant to Chapter 40.14 RCW, CONSULTANT shall retain records associated with this Agreement in accordance with the applicable retention schedule. CONSULTANT also agrees to indemnify and hold the CITY harmless from any claims or losses caused by CONSULTANT'S failure to make records available to the CITY as provided in this Agreement.

9. NONDISCRIMINATION. The CONSULTANT shall conduct its business in a manner, which assures fair, equal and non-discriminatory treatment of all persons, in particular:

9.1. The CONSULTANT shall maintain open hiring and employment practices and will welcome applications for employment in all positions, from qualified individuals who are members of minorities protected by federal equal opportunity/affirmative action requirements; and,

9.2. The CONSULTANT shall comply with all requirements of applicable

federal, state or local laws or regulations issued pursuant thereto, relating to the establishment of non-discriminatory requirements in hiring and employment practices and assuring the service of all persons without discrimination as to any person's race, creed, color, religion, national origin, status as a military veteran, marital status, gender, sexual orientation, disability or other legally protected classification.

10. SUBCONTRACTING.

10.1. The CONSULTANT shall not sublet or assign any of the work covered by this Agreement without the written consent of the CITY.

10.2. In all solicitation either by competitive bidding or negotiation made by the CONSULTANT for work to be performed pursuant to a subcontractor, including procurement of materials and equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of CONSULTANT's obligations under this Agreement, including the nondiscrimination requirements.

10.3. In performing this Agreement, the CONSULTANT shall not subcontract with or employ any CITY employee without the CITY's written consent.

11. SUPERVISION, INSPECTION AND PERFORMANCE.

11.1. Even though CONSULTANT is an independent contractor with the authority to control and direct the performance and details of the Services, the Services must meet the approval of CITY and shall be subject to CITY's general right of inspection and supervision to secure the satisfactory completion of this Agreement.

11.2. CONSULTANT represents that it has or will obtain all personnel necessary to perform the Services and that such personnel shall be qualified, experienced, and licensed as may be necessary or required by applicable laws and regulations to perform the Services. All Services shall be performed by CONSULTANT, its employees, or by subconsultants whose selection has been authorized by CITY; provided that CITY's authorization shall not relieve CONSULTANT or its subconsultants from any duties or obligations under this Agreement, or at law, to perform the Services in a satisfactory and competent manner. CONSULTANT shall ensure that all contractual duties, requirements and obligations that CONSULTANT owes to CITY shall also be owed to CITY by CONSULTANT's subconsultants retained to perform the Services.

11.3. CONSULTANT shall be responsible for the professional quality, technical adequacy, accuracy, timely completion, and coordination of the Services and all plans, designs, drawings, specifications, reports, and other work performed pursuant to this Agreement. CONSULTANT shall perform the Services in accordance with the standard of care of its profession in the same or similar localities at the time services are performed. CONSULTANT shall be responsible for the professional standards, performance, and actions of all persons and firms performing the Services under this

Agreement. CONSULTANT shall, without additional compensation, correct any specific breach of a contractual obligation in the Services and revise any errors or omissions in any plans, designs, drawings, specifications, reports, and other products prepared under this Agreement.

12. CHANGES IN WORK. Other than changes directed by the CITY as set forth in Section 1 above, either party may request changes in the scope of work. Such changes shall not become part of this Agreement unless and until mutually agreed upon and incorporated herein by written amendments to this Agreement executed by both parties.

13. EXTRA WORK. The CITY may desire to have the CONSULTANT perform work or render services in connection with this project, in addition to the Scope of Work set forth in Exhibit A and minor revisions to satisfactorily completed work. Such work shall be considered as "Extra Work" and shall be addressed in a written supplement to this Agreement. The CITY shall not be responsible for paying for such extra work unless and until the written supplement is executed by both parties.

14. TERMINATION.

14.1. The CITY may terminate this Agreement in whole or in part whenever the CITY determines, in its sole discretion that such termination is in the best interests of the CITY, upon not less than ten (10) days' written notice to the CONSULTANT. Written notice will be by certified mail sent to the CONSULTANT'S designated representative at the address provided by the CONSULTANT. If this Agreement is terminated in its entirety by the CITY for its convenience, the CITY shall pay the CONSULTANT for satisfactory services performed through the date of termination, but no amount shall be allowed for anticipated profit on unperformed Services or other work.

14.2. The CITY may terminate this Agreement, in whole or in part and at any time, in writing if CONSULTANT substantially fails to fulfill any or all of its material obligations through no fault of CITY. If CITY terminates all or part of this Agreement for default, CITY shall determine the amount of Services satisfactorily performed to the date of termination and the amount owing to CONSULTANT using the criteria set forth below; provided that (a) no amount shall be allowed for anticipated profit on unperformed Services or other work, and (b) any payment due to CONSULTANT at the time of termination may be adjusted to the extent of any additional costs CITY incurs or will incur because of CONSULTANT's default. In such event, CITY shall consider the actual costs incurred by CONSULTANT in performing the Services to the date of termination, the amount of Services originally required which was satisfactorily completed to the date of termination, whether the Services or deliverables were in a form or of a type which is usable and suitable to CITY at the date of termination, the cost to CITY of either completing the Services itself or employing another firm to complete the Services in addition to the inconvenience and time which may be required to do so, and other factors which affect the value to CITY of the Services performed to the date of termination. Under no circumstances shall payments made under this

provision exceed the Schedule of Charges. This provision shall not preclude CITY from filing claims and/or commencing litigation to secure compensation for damages incurred beyond that covered by withheld payments.

14.3. In the event this Agreement is terminated prior to the completion of the work, a final payment shall be made to the CONSULTANT, which, when added to any payments previously made, shall compensate the CONSULTANT for the portion of work completed. Whenever the Agreement is terminated in accordance with this Section 14, the CONSULTANT shall be entitled to payment for actual work performed up to the termination date. Upon such termination, whether for convenience or default, an equitable adjustment in the contract price will be made by the CITY for partially completed items of work, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination under this Section 14 shall not constitute a breach of the Agreement by the CITY.

15. INDEMNIFICATION/HOLD HARMLESS.

15.1. CONSULTANT shall defend, indemnify and hold the CITY, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the CONSULTANT in performance of this Agreement.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the CONSULTANT and the CITY, its officers, officials, employees, and volunteers, the CONSULTANT's liability, including the duty and cost to defend, hereunder shall be only to the extent of the CONSULTANT's negligence.

15.2. It is further specifically and expressly understood that the indemnification provided herein constitutes the CONSULTANT's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

15.3. The provisions of this section shall survive the expiration or termination of this Agreement. Further, the indemnity obligations shall extend to claims that are not reduced to a suit and to any claims that may be compromised prior to the culmination of any litigation or the institution of any litigation. Inspection, acceptance or payment by CITY of or for any Services performed by CONSULTANT shall not be grounds for avoidance of any Indemnity Obligations.

16. INSURANCE.

16.1. The CONSULTANT shall procure and maintain for the duration of the

Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, employees or subcontractors.

16.2. CONSULTANT'S maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the CONSULTANT to the coverage provided by such insurance, or otherwise limit the CITY'S recourse to any remedy available at law or in equity.

16.3. Minimum Scope of Insurance. CONSULTANT shall obtain insurance of the types described below:

16.3.1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contract liability coverage; and,

16.3.2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, and personal injury and advertising injury. The CITY shall be named or added as an additional insured under the Consultant's Commercial General Liability insurance policy using ISO endorsement form CG 20 26, or coverage at least as broad; and,

16.3.3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington; and

16.3.4. Professional Liability insurance appropriate to the CONSULTANT's profession.

16.4. Minimum Amounts of Insurance. CONSULTANT shall maintain the following insurance limits:

16.4.1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

16.4.2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.

16.4.3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

16.5. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

16.5.1. The CONSULTANT's insurance coverage shall be primary insurance with respect to the CITY. Any insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be excess of the CONSULTANT's insurance and shall not contribute with it.

16.5.2. Any payment of deductible or self-insured retention shall be the sole responsibility of the CONSULTANT.

16.5.3. The CONSULTANT'S insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

16.6. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

16.7. Verification of Coverage. CONSULTANT shall furnish the CITY with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the CONSULTANT before commencement of the work.

16.8. Cancellation. CONSULTANT will provide notice to the CITY of any cancelation of coverage by no later than three (3) days after CONSULTANT is notified by its insurer that coverage will or has been canceled, whichever occurs earliest.

16.9. CITY Full Availability of CONSULTANT Limits. If the CONSULTANT maintains higher insurance limits than the minimum amounts shown above, the CITY shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the CONSULTANT, irrespective of whether such limits maintained by the CONSULTANT are greater than those required by this Agreement or whether any certificate of insurance furnished to the CITY evidences limits of liability lower than those maintained by the CONSULTANT.

17. APPLICABLE LAW/VENUE. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington, and in the event of dispute the venue of any litigation brought hereunder shall be Kittitas County.

18. NOTICE. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, or at such other address as given pursuant to this Section, and shall be effective on the next business day if sent by registered or certified mail or deposited with an overnight delivery service.

City of Ellensburg
Department of Stormwater
Attention: Jon Morrow

501 N. Anderson
Ellensburg, WA 98926

ASPECT Consulting LLC
Attention: John Knutson
1106 N 35th Avenue
Yakima, WA 98902

19. ENTIRE AGREEMENT. The written terms and provisions of this Agreement, together with all referenced Exhibits, supersede all prior verbal statements of any officer or other representative of CITY, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the referenced Exhibits.

20. PRIORITY OF DOCUMENTS. In the event that the language and provisions of this Agreement are contrary to or conflict with any language or provisions set forth in any exhibit to this Agreement, the language and provisions of this Agreement shall control, and the contrary or conflicting language or provisions of the exhibit(s) shall be disregarded and shall be considered void.

21. MODIFICATION. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of CITY and CONSULTANT.

22. ASSIGNMENT. Any assignment of this Agreement by CONSULTANT without the prior written consent of CITY shall be void.

23. WAIVER. A waiver of any breach by either party shall not constitute a waiver of any subsequent breach.

24. THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries to this Agreement.

25. EXHIBITS AND SIGNATURES. This Agreement, including its exhibits, constitutes the entire Agreement, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. The following exhibits are hereby made a part of this Agreement:

Exhibit A – Scope of Work

Exhibit B – Schedule for the Work

Exhibit C – Consultant Labor Costs and Non-salary Reimbursable Costs

Exhibit D – Budget for Each Task

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CONSULTANT:

By: _____



Printed Name: **John Knutson, PE**

Title: **Principal Water Resources Engineer**

Tax ID#: **91-2149055**

THE CITY OF ELLENSBURG:

By: _____

Printed
Name: _____

Title: _____

ATTEST: _____
Clerk

Approved as to Form:

City Attorney

Exhibit A – Scope of Work

Aspect Consulting, LLC

Scope of Work

Gateway to the City of Ellensburg Stormwater LID Retrofit Project II

Management, Design, and Construction Services

June 25, 2021

Background

The City of Ellensburg received a Stormwater Financial Assistance Program grant from the Washington Department of Ecology to design and construct stormwater facilities along Vantage Highway. The project will improve water quality within Lyle Creek, Wilson Creek, and the Yakima River through the installation of stormwater treatment facilities along both sides of the road. Retrofits will occur along about a mile of the road, treating approximately 2.6 acres of existing pollutant generating roadway surface that currently drains untreated runoff to Lyle Creek.

Aspect's project scope of work includes the following tasks:

1. **Task 1. Project Management and Grant and Loan Administration Support** – Aspect will provide grant and loan administration support for the duration of the project, including items such as preparation of quarterly progress reports and City reimbursement requests; keeping project records and documentation; uploading products to EAGL; coordinating with Ecology; tracking progress on grant deliverables, and preparing a project close-out report and outcome summary report. Ongoing project management services are included in this task as well, including: project team coordination and management; budget, scope, and schedule tracking, monthly progress reports and invoices; and information and coordination with City staff, utility owners, elected leaders, and the public during the project. QA/QC reviews of products is included in each individual task/subtask.
2. **Task 2. Cultural and Environmental Reviews and Permitting** – This Task includes completing the required cultural review and approval process for the project. This Task also includes completing a SEPA checklist and review process; obtaining a hydraulic project approval, 404 Permit (and 401 Certification), and wetlands permitting if required; addressing applicable critical area permitting; and preparing a construction stormwater SWPPP and grading permit applications. This task also includes coordinating with Ecology during SEPA.
3. **Task 3. Design Plans and Specifications** – This task will produce final bid-ready plans and specifications, opinion of construction cost, construction schedule, and overall bid package. Survey, geotechnical, and infiltration testing work is also included in this task. Design plans and specifications will be provided at the 30%, 60%, and 90% level for technical review prior to developing the final design and bid package. A design report following Ecology's standards will be developed with the 30% design package. In addition to City reviews, Ecology reviews are expected for the Design Report (with 30% design plans); 90% design package; and for the Final Bid Package.

Exhibit A – Scope of Work

4. **Construction Management and Inspection** – This task includes Aspect activities related to managing project construction, conducting inspections, and ensuring the project is built as designed and meets specifications. Aspect will also prepare a Construction Quality Assurance Plan for Ecology review and approval, conduct a pre-construction conference meeting (Ecology invited), prepare updated construction schedule and cost estimate prior to construction, prepare a project operation and maintenance plan, and coordinate with the City and Ecology on requested change orders. This task will also incorporate several Project Construction and Project Close-Out activities required by the City's grant.

The project design and permitting phase is assumed to last approximately 24-months, with construction completed prior to July 1, 2025. The tasks are further described below and are intended to follow the City's grant commitments.

Scope of Work

Task 1 – Project Management and Grant and Loan Administration Support

Aspect will:

- 1.1 Coordinate with Ecology and the City project manager during the project.
- 1.2 Prepare quarterly grant progress reports and City reimbursement requests.
- 1.3 Keep project records and documentation.
- 1.4 Track progress on grant deliverables.
- 1.5 Upon City approval, upload products to EAGL and notify Ecology when uploaded.
- 1.6 Prepare a grant project close-out report and 2-page outcome summary report.
- 1.7 Provide monthly project status reports, budget and schedule updates, and invoices to the City.
- 1.8 Manage the consultant team, including contracting and coordination with subconsultants.
- 1.9 Provide information and coordination with the public, utility owners, and City leaders during the project, including preparing public information about the project and providing mechanisms for public feedback for consideration by the design team.

Initial Round of Public Information and Feedback (during project refinement and 30% design)

- a. Prepare an initial informational flyer for the City to send to property owners in the project area. The flyer will contain basic information about the planned project and direct readers to a project webpage on the City's website for further information and link to an on-line survey to provide feedback to the project design team.
- b. Prepare an initial set of informational materials for posting on a project webpage. Also, set-up an on-line survey that can be used by the public to provide project related information and feedback to the project design team.
- c. Work with City staff to post the initial informational materials and survey link on the project webpage.
- d. Review survey results, prepare draft responses to survey comments received, discuss with the City, prepare final responses to survey comments, and provide the responses to the City for posting on the project webpage.

One on One Informational Meetings (at approximately 30% to 60% design)

- e. Prepare for and hold up to six one-on-one meetings (1-hour long teleconferences) with property owners to discuss and help resolve specific project related issues that may come up.

Exhibit A – Scope of Work

Preparations are assumed to involve coordinating with the City and preparing property specific exhibits. Aspect will take notes during the meetings.

- f. Following the meetings, Aspect will discuss the outcomes with the City and obtain direction as needed.

Coordination with City Utilities and Private Utilities (at 30%, 60%, 90% design)

- g. Prepare for and hold three meetings (1-hour long teleconferences) with City utilities staff to discuss the project design and potential impacts to existing utilities. The meetings will be held at the 30%, 60%, 90% design stages. Aspect will incorporate modifications to City utilities provided by the City into the design plans as needed.
- h. Prepare and send three mailers (or emailed material) to private utility owners, coordinate with them, and track their progress at redesigning and/or planning for relocating utilities during the design process. Mailings will occur at the 30%, 60%, 90% design stages. Aspect will incorporate modifications to private utilities (provided by the utilities) into the design plans as needed. Aspect will also correspond with private utility owners during the project.

Second Round of Public Information and Feedback (at approximately 60% to 90% design)

- i. Prepare a second informational flyer for the City to send to property owners in the project area. The second flyer will contain basic information about project progress and the 60% to 90% design and will direct readers to the project webpage for more detailed information. An email address will be provided so the public can relay feedback to the project design team.
- j. Prepare a second set of informational materials for posting on the project webpage.
- k. Work with City staff to post the second set of informational materials on the project webpage.
- l. Review emailed comments and information, prepare draft responses, discuss with the City, prepare final responses, and provide the responses to the City for posting on the project webpage.

Information for City Leaders (during 30% design and at Final design)

- m. Prepare for and attend two City Council information sessions about the project during the design process (assumed via teleconference). Aspect recommends information sessions about the project be held with the City Council at two key stages: (1) before the initial round of public information and feedback, so Council can see the conceptual project layout, can ask questions about the project, and be made aware that property owners in the project area will be contacted and will have opportunity to provide feedback; and (2) at final design so Council will know what the final design looks like, when and how long construction will occur, and how important issues, such as disruptions to businesses, will be avoided or minimized.

Task 1 Products:

- Quarterly grant progress reports and draft City reimbursement requests.
- Grant project close-out report and outcome summary report
- Monthly project status reports, budget and schedule updates, and invoices.
- Public information flyers and project webpage content
- One-on-one meeting materials.
- Utility meeting and mailing materials
- City Council information meeting materials.

Task 1 Assumptions:

- A 24-month design schedule and one year construction schedule.

Exhibit A – Scope of Work

- *City sets-up a project webpage on the City's website, and posts project information and related links.*

Task 2 - Cultural and Environmental Reviews and Permitting

Aspect will:

- 2.1 Prepare an Area of Potential Effect (APE) map, describe potential ground disturbing activity (geotechnical investigation, infiltration testing, construction), and prepare the Ecology Cultural Resources Review form (ECY 05-05/106 or ECY 070-537; rev. 9/2020). The form be provided to the City for submittal to Ecology.
- 2.2 Prepare an Ecology Inadvertent Discovery Plan (IDP) (ECY 070-560). The IDP will be provided to the City for submittal to Ecology.
- 2.3 Provide support to the City to respond to cultural resource review questions and comments. No ground disturbing work can proceed until cultural clearance is obtained.
- 2.4 Upon development of a revised conceptual design (Task 3), review planned project work, assess permitting needs, itemize/tabulate likely required permits, and develop a recommended permitting strategy in matrix form. The permitting strategy will be transmitted to the City for review and comments.
- 2.5 Hold a conference call meeting with the City to review comments and refine the permitting strategy matrix.
- 2.6 Prepare a SEPA checklist at approximately 60% design and provide it to the City along with supporting documents to initiate the SEPA review process.
- 2.7 Review and categorize SEPA comments and develop draft recommended responses.
- 2.8 Meet with the City to review and discuss the SEPA comments and draft responses and develop the final responses. The formal final responses will be provided to the City for the public record and to support the final environmental effects determination.
- 2.9 Consult with permitting agency contacts about the project, potential permitting needs, and recommended permitting approach, and obtain agency input and guidance to streamline the permitting effort.
- 2.10 Prepare permit applications, construction SWPPP, coordinate with agencies during the permitting process, and obtain necessary permits (note that the contractor will be responsible for some construction related permits). Aspect will incorporate permitting agency feedback into the design process in Task 3.

Task 2 Products

- *Cultural Resources APE Map.*
- *Ecology Cultural Resources Review form.*
- *Ecology Inadvertent Discovery Plan.*
- *Permit applications and supporting materials.*
- *List/matrix of permits acquired and environmental review documents.*
- *Construction SWPPP*
- *SEPA Checklist.*
- *SEPA comment responses.*

Exhibit A – Scope of Work

Task 2 Assumptions

- *Cultural resource review comes back clean. No cultural resource related field work is required.*
- *Aspect will prepare TESC Plans (part of Task 3) and a construction SWPPP (Task 2) but the Contractor will be responsible for submitting the Notice of Intent for coverage under the Construction Stormwater General Permit (CSGP), publishing the notice as required, obtaining coverage, and complying with CSGP requirements.*
- *Only a SEPA checklist is required for SEPA (no EA or EIS), with minimal comment response effort.*

Task 3 – Design Plans and Specifications

The goal of this task is to complete a final design allowing construction bids to be submitted and the stormwater facilities to be constructed and put into operation. The project design will follow Ecology's *Design Deliverables For Stormwater Projects With Ecology Funding* document and the *Stormwater Management Manual for Eastern Washington (SWMMEW)*. Permitting feedback from Task 2 will be incorporated into the design process.

This task includes geotechnical and infiltration testing, surveying, and basemap development to support design, permitting, and construction. Surveying services will provide topographic information and mapping necessary for project design including the boundary of the right-of-way utilized for the project components and topographic survey for project design. Investigation and analysis will be conducted to characterize infiltration rates and subsurface conditions for project design.

3.1 Geotechnical and Infiltration Testing. Aspect will:

- 3.1.1 Review available project data and information from the feasibility study (soils, groundwater, utilities, aerial photos, LiDAR/topography, parcels/ROW, land ownership, conceptual design, etc.).
- 3.1.2 Complete a multi-disciplined site visit to review conditions and gather preliminary information.
- 3.1.3 Identify the geotechnical parameters necessary for design, and the locations and depths where geotechnical data should be collected. Geotechnical test locations and depths will consider access and utility locate information.
- 3.1.4 Determine the infiltration testing method and identify the location(s), depths, sizes, and type of infiltration tests. Infiltration test locations and depths will consider access and utility locate information.
- 3.1.5 Develop a Draft Geotechnical and Infiltration Testing Plan (GITP). The GITP will include a map showing where field work will be done and will describe what type of work will occur, what type of testing will be done at each location, what equipment and instruments will be needed, infiltration test water flow rates, how testing water will be obtained, and what soil samples need to be collected and sent to a testing lab. The GITP will include a field work schedule and will discuss site access and traffic control needs. A field work safety plan will be prepared and appended to the GITP. The Draft GITP will be provided to the City for concurrent review and comments.

Exhibit A – Scope of Work

- 3.1.6 Review City and Ecology comments on the Draft GITP, develop recommended responses, hold a conference call meeting with the City to discuss comments and obtain direction on the final responses, and prepare the Final GITP to guide field work.
- 3.1.7 Locate an excavation contractor, obtain a bid for the field work, and negotiate contract, scope, and a schedule for the work.
- 3.1.8 Assemble infiltration testing field equipment and materials; test and calibrate field instrumentation.
- 3.1.9 Coordinate with the City, property owners, and contractor; and carry out geotechnical and infiltration testing work.
- 3.1.10 Organize and deliver soil samples to the lab for grain size analysis, CEC, %OM and geotechnical parameters as needed.
- 3.1.11 Review geotechnical data, prepare soil logs, and develop geotechnical recommendations for project design and construction.
- 3.1.12 Review infiltration test data and calculate design infiltration rates. If rates are too slow, then recommendations will be developed concerning stormwater treat and release approaches.
- 3.1.13 Compile data and prepare a Draft Geotechnical and Infiltration Testing Technical Memorandum. The Draft Technical Memorandum will be provided to the City for review and comments.
- 3.1.14 Review City comments on the Draft Technical Memorandum, develop recommended responses, hold a conference call meeting with the City to discuss comments and obtain direction on the final responses, and prepare the Final Geotechnical and Hydrogeologic Investigation Technical Memorandum.

3.2 Survey Investigation. Aspect will:

- 3.2.1 Review existing project data and the conceptual design and prepare a project survey plan (map). The survey plan will cover boundaries, topography, utilities, ditches, road, critical areas, power supply sources, Ordinary High Water Line (OHWL), stream cross-sections, culvert crossings, and other items necessary for project analysis, permitting, and design.
- 3.2.2 Execute a subconsultant agreement with a qualified surveyor and obtain a cost estimate and schedule to carry out the survey work.
- 3.2.3 Call for locates and visit the project site to delineate/stake the OHWL of Lyle Creek, cross-sections, and other key survey items.
- 3.2.4 Coordinate with the City and, if necessary, property owners and complete survey field work.
- 3.2.5 Review draft survey data/basemap and develop comments for the surveyor to address as needed.
- 3.2.6 Obtain the final survey basemap for use during the design process and use it to set-up plan sheets.

3.3 30% Design and Design Report. Aspect will:

Exhibit A – Scope of Work

- 3.3.1. Refine and optimize the conceptual project design in response to the results of the field work.
- 3.3.2. Delineate drainage areas, complete hydrologic and hydraulic calculations/modeling, and locate and size stormwater BMPs, curb & gutter, pathway/sidewalks, and associated drainage conveyances and structures.
- 3.3.3. Use Lyle Creek cross-sections and crossing structure data to estimate the creek water surface elevations in the immediate project area for various creek flow rates (2 year, 10 year, 50 Year, and 100 Year flows). Flow rates will be determined using USGS regional regression equations or, if available published flow records for Bear Creek).
- 3.3.4. Locate and size ditches to capture off-site runoff on the north side of the road and convey it to Lyle Creek or other existing crossings. It is assumed that ditches will generally match existing ditch sections and will function and outfall to the same locations as the existing ditch system.
- 3.3.5. Prepare 30% design plans, profiles, rough details, an outline of specifications, and a 30% construction cost estimate. Plans will include temporary erosion and sediment control (TESC) plans.
- 3.3.6. Compile 30% design products and prepare a Design Report and complete internal QA/QC review. The Design Report (with attached plans, profiles, details, specs, cost estimate) will be provided to the City and Ecology for concurrent review and comments. If necessary, the 30% Design Report will also be provided to applicable permitting agencies for concurrent review and comment. Aspect will coordinate with City utilities and private utilities about the 30% design as described in Task 1.
- 3.3.7. Review City and Ecology (and permitting agency) comments on the Design Report, develop recommended responses, hold a joint conference call meeting with the City to discuss comments and obtain direction on the final responses, and prepare a summary of responses to comments for delivery to Ecology.
- 3.3.8. Prepare the updated Design Report and submit to City and Ecology (obtain Ecology Design Report acceptance letter).

3.4 60% Design. Aspect will:

- 3.4.1. Revise hydrologic and hydraulic calculations as needed and update stormwater facility footprints and sizes.
- 3.4.2. Respond to 30% design comments and prepare 60% design plans, profiles, TESC, revised details, rough draft of specifications, 60% construction cost estimate, and draft bid schedule.
- 3.4.3. Compile 60% design products, complete internal QA/QC review, and provide the 60% package to the City for review and comments. If necessary, the 60% Design will also be provided to applicable permitting agencies for concurrent review and comment. Aspect will coordinate with City utilities and private utilities about the 60% design as described in Task 1.
- 3.4.4. Review City (and permitting agency) comments on the 60% Design, develop recommended responses, hold a conference call meeting with the City to discuss comments and obtain direction on the final responses.

Exhibit A – Scope of Work

3.5 90% Design. Aspect will:

- 3.5.1. Revise hydrologic and hydraulic calculations as needed and update stormwater facility footprints and sizes.
- 3.5.2. Respond to 60% design comments and prepare a 90% design package (90% design plans, profiles, TESC, full draft specifications, draft bid documents, 90% construction cost estimate). The 90% design package will reflect a substantially complete design.
- 3.5.3. Compile the 90% design package, complete internal QC review, and provide the package to the City and Ecology for concurrent review and comments. If necessary, the 90% design package will also be provided to applicable permitting agencies for concurrent review and comment. Aspect will coordinate with City utilities and private utilities about the 90% design as described in Task 1.
- 3.5.4. Review City and Ecology (and permitting agency) comments on the 90% design package, develop recommended responses, hold a conference call meeting with the City (Ecology will be invited) to discuss comments and obtain direction on the final responses, and prepare a summary of responses to comments for delivery to Ecology (obtain Ecology 90% Design acceptance letter).

3.6 Final Design and Bid Package. Aspect will:

- 3.6.1. Respond to 90% design comments and prepare a final design and bid package (final design plans, specifications, construction cost estimate, bid documents).
- 3.6.2. Prepare a draft construction schedule including a draft schedule of grant eligible costs.
- 3.6.3. Compile the Final Design Package, complete internal QC review, and provide the package to the City and Ecology for review and approval prior to project bidding. If necessary, the Final Design Package will be provided to applicable permitting agencies for their records.
- 3.6.4. Prepare responses to Ecology comments on the final design and bid package.
- 3.6.5. Prepare and submit to the City and Ecology a Preliminary Equivalent New/Re-development Analysis for the designed retrofit project. The Final Equivalent New/Re-development Analysis will be developed for the City and Ecology as part of Task 4 upon completion of project construction.
- 3.6.6. Prepare and submit to the City and Ecology a Preliminary GIS Shapefile representing the final project location and design. The Final GIS Shapefile will be developed for the City and Ecology as part of Task 4 upon completion of project construction.

Task 3 Products

- *Geotechnical and infiltration testing plan.*
- *Geotechnical and infiltration testing Technical Memorandum.*
- *30% Design Report, including 30% design package.*
- *Response to Ecology's 30% Design Report comments.*
- *60% design package*
- *90% design package.*
- *Response to Ecology's 90% design package comments.*

Exhibit A – Scope of Work

- *Final design and bid package.*
- *Response to Ecology comments on the Final design and bid package.*
- *Preliminary Equivalent New/Re-development Analysis.*
- *Preliminary GIS Shapefile representing the final project location and design.*

Task 3 Assumptions

- *Geotechnical testing work requires no more than 2 days for 1 Aspect staff.*
- *Infiltration testing work requires no more than 3 days for 1 Aspect staff.*
- *Only informal passive traffic control is required during geotechnical and infiltration testing and survey work. City staff provide formal traffic control measures if needed.*
- *Adequate water supply is available for infiltration testing. City provides water trucks if needed.*
- *OHWL delineation and pre-survey staking requires no more than 1 day for 1 Aspect staff.*
- *The final design relies on the existing road crossing culverts, creek crossing structure, and outfalls. No new creek outfalls or improved/enlarged outfalls are required.*
- *Existing off-site drainage patterns (north and south sides of the road) are maintained.*
- *City utilities and private utilities are responsible for designing utility revisions as needed.*
- *30% Design Report is mainly a compilation and organization of already developed design products.*
- *Concurrent City, Ecology, and permitting agency review and comment of products.*
- *No easement or land acquisition support is required.*
- *Bidding or award support services are provided as part of Task 4.*

Task 4 - Construction Management and Project Close-Out

This task includes activities related to managing and overseeing project construction so the project is built as designed and meets specifications. This task also includes several Project Construction and Project Close-Out related activities and deliverables required by the City's grant. This Task is expected to include Aspect completing following activities:

- 4.1 Reviewing project bids and developing a recommendation concerning the most qualified and cost-effective contractor.
- 4.2 Preparing a Construction Quality Assurance Plan (CQAP) to guide the construction management and observation process and for discussion with the selected contractor. The CQAP will follow Ecology's *Design Deliverables For Stormwater Projects With Ecology Funding* document.
- 4.3 The CQAP will be subjected to internal QC and provided to the City and Ecology for review and comments.
- 4.4 Coordinate with the City about Ecology CQAP comments, make changes as needed, and submit the Final CQAP to the City and Ecology.
- 4.5 Conducting a pre-construction conference with the contractor and the City (Ecology will be invited). Aspect will record minutes of the meeting for upload to EAGL.
- 4.6 Preparing and submitting an updated project construction schedule and cost estimate prior to initiating construction, and upon major changes. Updated project construction schedules and cost estimates will be submitted to Ecology as they are developed.

Exhibit A – Scope of Work

- 4.7 Review and approval of materials and plan submittals as needed.
- 4.8 Review and consideration of change order requests. Change order requests that are determined by Aspect to deviate from the Ecology approved plans and specifications will be submitted to Ecology for review and acceptance prior to recommending execution by the City.
- 4.9 Provision of on-site personnel to provide observation of construction, taking photos, preparation of periodic progress reports, verification of completed items for payment, determination of substantial completion, and preparing and completing punch lists.
- 4.10 Reviewing laboratory materials testing as needed.
- 4.11 Conducting construction progress meetings.
- 4.12 Preparation of Record Drawings.
- 4.13 Prepare a Stormwater Construction Completion Form using Ecology's standard form.
- 4.14 Preparing a final Operation and Maintenance Plan. The O&M Plan will be provided to Ecology for review and comments, after which Aspect will coordinate with the City about Ecology comments and make changes as needed.
- 4.15 Prepare and submit to the City and Ecology a Final Equivalent New/Re-development Analysis.
- 4.16 Prepare and submit to the City and Ecology a Final GIS Shapefile representing the final project location and construction.
- 4.17 Prepare and submit to the City and Ecology a Project Close-out Report and 2-Page Outcome Summary Report (both as part of Task 1)

Task 4 Products

- *Construction Quality Assurance Plan*
- *Preconstruction meeting minutes.*
- *Other products as determined: construction meeting notes, RFI responses, response to changes/substitutions, responses to requested change orders, inspection reports, pay request responses, punch lists, etc.*
- *Facility O&M Plan.*
- *Project record drawings.*
- *Stormwater Construction Completion Form.*
- *As-constructed Equivalent New/Re-development Analysis.*
- *As-constructed GIS Shapefile representing the final project location and construction.*

Task 4 Assumptions

- *Task 4 services will be provided on a flexible time and materials basis up to the established budget. It is assumed that all necessary services can be provided within the budget, however, it is expected that the construction support requirements, and associated Aspect responsibilities and effort, will be reassessed once final design and permitting is completed and more information is known about the construction details, process, schedule, and requirements.*

Exhibit B – Schedule for the Work

Schedule

Aspect will commence work upon receiving notice to proceed from the City. Completion of some portions of the work is dependent upon permitting agencies and reviews by entities outside Aspect's control. However, Aspect will strive to complete project design work within 2 years, with the assumption that construction will occur during a third year. A detailed target schedule will be prepared upon notice to proceed.

Exhibit C – Consultant Labor Costs and Non-salary Reimbursable Costs

See Exhibit D.

Exhibit D – Budget for Each Task

Project Budget

Task Budget Summary

Task Title	Labor	ODC	Subs	Total
Task 1 - PM, Grant & Load Admin	\$225,000			\$225,000
Task 2 - Cultural, Env Reviews & Permitting	\$194,942	\$5,058		\$200,000
Task 3 - Design Plans & Specifications	\$350,700	\$24,300	\$25,000	\$400,000
Task 4 - Construction Management & Close Out	\$210,010	\$14,990		\$225,000
Total Project Budget	\$980,652	\$44,348	\$25,000	\$1,050,000

Ellensburg Utility Advisory Committee
Public Works & Utilities Issues and Updates
October 21, 2021

Consent Items

Agenda Reports for items approved by the City Council since our last meeting are attached.

All Utilities

- The Bull Road Utilities Project continues to progress nicely. All utilities have been installed in Bull Road and the road fully restored. The contractor has been completed the installation of utilities in the Berry Road portion and will begin restoration of Berry Road, with restoration of Berry Road being completed in late October. The contractor will then focus on the short piece of utilities that need to be installed between Berry Road and I-90. This section is the last section to complete the looping of utilities. Due to the crossing of the irrigation ditch (Bull Ditch) this section, construction has been scheduled around when the canal is off, which will be near mid-Oct. Therefore the completion of the utility portion of the project is anticipated to be complete by mid-November. Complete restoration of this last section will be completed late November or could be pushed to spring, depending on weather.
- COSA Update - Staff is responding to a preliminary data request to allow FCS Group to begin updating the information required for the Comprehensive Multi-Utility Rate Study Update.

Sewer

- Staff are completing testing on biosolids in preparation for hauling by Natural Selection Farms.
- Collection crews are performing TV inspections of new sewer lines for many projects, including the new Transfer Station and the Bull Road extensions.
- Wastewater Treatment Facility staff have been working on building maintenance upgrades and repairs at the plant.
- Staff have completed interviews for consultants for the General Sewer System plan update and design of a replacement Aeration System at the WWTF. Kennedy Jenks Engineering was deemed the most qualified consultant and staff has now begun negotiating a scope and fee to complete the work. Once an agreement has been completed, staff will return to UAC with the completed agreement for consideration.

Water

- Water pumped for September 2021 was 166,131,919 compared to September 2020 which was 165,930,903.
- Phase 2 of leak survey has been completed by Hydrevo LLC. The entire water system has been surveyed in 2021, and crews are in the process of repairing those leaks that were identified during phase 2.
- The telemetry software conversion is complete and is in full operation. Staff is working with Conley Engineering and IT to work out any minor bugs associated with the cut over to the Ignition Software. Remote access to the telemetry is now operational as well.
- Crews are continuing to perform meter maintenance, hydrant maintenance, and rebuilding services in need of upgrade.
- The rental Vactor truck has been returned to Owen Equipment. Water and Sewer crews will be utilizing the City owned Vac-Con trucks when excavating for other utilities from here forward.

- Staff has received verbal notification of receipt of a \$300,000 Dept. of Ecology grant for the design and permitting of a pilot test for Aquifer Storage and Recharge (ASR). The concept of the pilot test would be to pump shallow water from our City Wells site and inject this water into the deeper aquifer that all of our other municipal wells pump from. We are hopeful to have a contract with Ecology and a consultant agreement contract available by the time of the meeting, but we are still awaiting contract language from Ecology at this time.

Storm

- Osborn Consulting is actively working with 17 fast food restaurants on fats, oils and grease handling, proper dumpster management, mop water disposal and staff training on best management practices. The results have been very positive citywide, and the managers are thankful for our educational outreach. This work is a requirement under our NPDES permit.
- The Gateway II (Vantage Highway) agreement with Aspect consulting has been signed by Aspect and went to Council October 4, 2021 for authorization. Council authorized the City Manager to sign the agreement and proceed with design and permitting. A kickoff meeting with staff and franchisees is TBD.
- Gateway, I continues to communicate with the tele communication companies and is on hold for the moment.
- The Dolarway Bridge and Reecer Creek Levee project is moving forward. Aspect Engineering is preparing a flood certification memo, which includes all the recent modeling data and re-design efforts, to obtain certification from FEMA. Once completed the memo will go to the County's consultant, Watershed Sciences, who will write a conditional letter of map revision (CLOMR) to FEMA to try and obtain certification. This process could require a design change and staff has determined it is better to delay going to bid until the status of the design and certification from FEMA is known.
- Staff is chairing an Ad Hoc group regarding source control business inspections in the upcoming permit with ECY. The Ad Hoc group will be generating a white paper with comments for ECY soon.

Electric

- We are still advertising for a vacant Journeyman Lineman position.
- Crews installed traffic detection cameras at University Way and Water Street.
- Crews have been busy inspecting contractors working throughout the city.
- Crews have been active on Heatherstone Plat as well as Goninan plat.
- Staff provided to the School District a punch list of items to be completed prior to approval of the temporary construction occupancy. The contractor is working to complete these items.
- The Dolarway Substation consultant, D. Hittle & Associates, has begun work and performed a site visit. Staff intends to return to the UAC with an update including updated project schedule and budget.
- Staff, with the aid of D. Hittle & Associates, will be advertising for bid, several pieces of substation equipment including the power transformer, circuit switcher and circuit breaker.
- Staff advertised a request for quotes for a substation maintenance contractor. Staff received 3 responses and has selected Aubrey Silvey Enterprises Inc. as the lowest responsive contractor.
- Staff completed the quarterly inventory and will be advertising bids for material purchase, specifically primary URD cable and distribution transformers.

Gas

- Crews completed annual leak survey as well as several post construction leak surveys of new developments and construction areas.

- Crews exposed and inspected several steel service tees and mainline in the alley between 13th & 14th Avenues and Columbia & Water Streets ahead of an alley rebuild project.
- Staff has been reviewing and updating the written test requirements for the Gas Mainfitter Apprenticeship.
- Staff has been reviewing and updating sections of the O&M manual as part of our annual review requirements.
- An odorant delivery of 90 gallons was received for our annual supply.
- Staff is reviewing material inventory and projected needs in anticipation of supply chain issues.